CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA

300 Martin Luther King Blvd.

October 6, 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. Robert Strickland from Ferguson Chapel CME.

4. PLEDGE OF ALLEGIANCE
   1. Hampton Davis and Ava Chandler from Northside Intermediate School.

5. ADOPTION OF THE AGENDA
   1. Motion to Adopt the CM Agenda for 10-06-26.

6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
   1. Minutes from the 09-15-26 council meeting.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS
   1. Appoint Karl Allen to the Opelika Housing Authority. New Term expires 10-18-2031.

9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
   1. Public Hearing - Weed Abatement Assessment - 120 Chester Avenue.
   2. Public Hearing - Weed Abatement Assessment - 606 Dogwood Avenue.
   3. Public Hearing - Weed Abatement Assessment - 1801 S. Long Street.

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

11. CONSENT AGENDA

1. **General Business:** Request Alcohol License - Oishi Japanese Fusion LLC DBA Sushi Kingdom Auburn, Restaurant Retail Liquor.
2. **General Business:** Request Temporary Street Closure for Trinity Church on 10-21-26.
3. **Bid:** I-85 Sanitary Sewer Improvements - PW.
4. **Resolution:** Purchase - (624) Toter 96 Gal Evr II Carts - OES.
5. **Resolution:** Purchase - Approve Order from Placer Labs for Subscription Services - IT.
6. **Resolution:** Purchase - Approve Quote from CDW-G for Samsara Public Safety Data Services - IT.
7. **Resolution:** Purchase - Approve Quote from CDW-G for Nutanix Server Cluster - IT.
8. **Resolution:** Approve 2025 Byrne JAG Grant Application - OPD.
9. **Resolution:** Approve Amendments to FY26 and FY27 Budgets for Health Insurance Claims and Costs - ACCT.
10. **Resolution:** Approve Engagement Letter with Himmelwright, Huguley & Boles, LLC for Annual Auditing Services - ACCT.
11. **Resolution:** Approve Expense Reports from Various Departments.
12. **Resolution:** Approve Modifying the Job Titles and Descriptions of Senior Probation Officer and Probation Officer - HR.
13. **Resolution:** Approve School Resource Officer (SRO) Contracts - HR.
14. **Resolution:** Annual Appropriation Contract FY2027 with the Alabama Council on Human Relations (ACHR).
15. **Resolution:** Annual Appropriation Contract FY2027 with the American Red Cross.
16. **Resolution:** Annual Appropriation Contract FY2027 with CARE Humane Society.
17. **Resolution:** Annual Appropriation Contract FY2027 with Christian Care Ministries.
18. **Resolution:** Annual Appropriation Contract FY2027 with Christian Women's Job Corps of Lee County.
19. **Resolution:** Annual Appropriation Contract FY2027 with Employer's Child Care Alliance.
20. **Resolution:** Annual Appropriation Contract FY2027 with Esperanza House.
21. **Resolution:** Annual Appropriation Contract FY2027 with Frazelma Teaching Parents.
22. **Resolution:** Annual Appropriation Contract FY2027 with Habitat for Humanity.
23. **Resolution:** Annual Appropriation Contract FY2027 with One Voice Shelter Coalition.

24. **Resolution:** Annual Appropriation Contract FY2027 with Opelika Industrial Development Authority.
25. **Resolution:** Annual Appropriation Contract FY2027 with Sound Wall Music Initiative.
26. **Resolution:** Annual Appropriation Contract FY2027 with The Alabama Cooperative Extension System.
27. **Resolution:** Annual Appropriation Contract FY2027 with Victorian Front Porch Christmas Tour of Opelika.
28. **Resolution:** Special Appropriation for Opelika City Schools Pre-K Program.

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS
    1. Weed Abatement Assessment - 120 Chester Avenue.
    2. Weed Abatement Assessment - 606 Dogwood Avenue.
    3. Weed Abatement Assessment - 1801 S. Long Street.
    4. Annual Appropriation Contract FY2027 with the Opelika Chamber of Commerce.
    5. Special Appropriation to Compassionate Hands of Hope, Inc.

15. ORDINANCES
    1. Amend the Personnel Policies & Procedures Manual: Sexual Abuse Prevention Policy - 2nd Reading.
    2. Amend the Text of the Zoning Ordinance: Regulation of Package Stores in Opelika - 2nd Reading.

16. APPOINTMENTS

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

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

19. ADJOURN
    1. Character Trait of the Month - Responsibility: the quality or state of being responsible; such as a moral, legal, or mental accountability.
    2. Motion to Adjourn.

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

CITY COUNCIL
MINUTES
300 Martin Luther King Blvd.
September 15, 2026
TIME: 6:00 PM

1. A CALL TO ORDER

   President Allen called the council meeting to order at 06:04 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

   Emmet led the Pledge of Allegiance.

   1. Alayia Edwards and Emmet Haddock from Southview Primary School.

5. ADOPTION OF THE AGENDA

   President Allen asked if any council member would like to add to or remove an item from the preliminary agenda. Mr. Rauch made a motion to remove Consent Agenda Item #9, that was discussed in the work session, from the preliminary agenda. Ms. Whatley seconded the motion. There was no discussion and the following vote was recorded:

   MOTION TO REMOVE CONSENT AGENDA ITEM #9 FROM THE PRELIMINARY AGENDA: 3 TO 1

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

   1. Motion to Adopt the CM Agenda for 09-15-26.

MOTION TO ADOPT THE REMAINING AGENDA: UNANIMOUS

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

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

1. Minutes from the 09-01-26 council meeting.
   President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Mr. Beams made a motion to approve. Mr. Rauch seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

1. City's Financial Summary Report for August 2026.
   Mayor Smith stated that if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley or himself about it.
2. August 2026 Monthly Building Summary Report.
   Mayor Smith stated that if the council had any questions about the city's building report to ask Mr. Motley or himself about it.
3. Recognize Character Council Citizen of Excellent Character.
   Mayor Smith then asked Mr. Beams, members of the Character Council, and Mrs. Patsy Parker to come up front. Mr. Beams then recognized Mrs. Parker, joined by her family, as the September 2026 Citizen of Excellent Character, spoke about why he chose Mrs. Parker for the award, and how she exemplified the character trait of the month: Dedication. Mayor Smith then read the certificate and presented it to Mrs. Parker.

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

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

1. Public Hearing - Weed Abatement Assessment - 509 1st Avenue.
   Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
2. Public Hearing - Weed Abatement Assessment - 208 Cedar Creek.

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 - 1520 Clanton Street.
   Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.

4. Public Hearing - Weed Abatement Assessment - 1408 Magnolia Street.
   Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.

5. Public Hearing - Amend the Text of the Zoning Ordinance: Regulation of Package 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:	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. **General Business:** Request Alcohol License - King 426 Inc DBA King Mart, Retail Wine and Beer Off Premise.
   APPROVED BY UNANIMOUS CONSENT

2. **General Business:** Request Downtown Street Closure - 6th Annual Glow for Epilepsy Event on 11-01-26.
   APPROVED BY UNANIMOUS CONSENT

3. **General Business:** Request Temporary Street Closure - Foundry UMC Movie Night on 11-04-26.
   APPROVED BY UNANIMOUS CONSENT

4. **General Business:** Request Downtown Street Closure - Christmas Parade, Snopelika, and Tree Lighting on 12-04-26.
   APPROVED BY UNANIMOUS CONSENT

5. **Bid:** Right-of-Way Vegetation Management - OPS.
   RESOLUTION NO. 188-26
   APPROVED BY UNANIMOUS CONSENT

6. **Resolution:** Purchase / Emergency Repair - Eastside Water Waste Treatment Plant - PW.
   RESOLUTION NO. 189-26
   APPROVED BY UNANIMOUS CONSENT

7. **Resolution:** Approve Annual Excess Loss Insurance Contract with Wellpoint - HR.
   RESOLUTION NO. 190-26
   APPROVED BY UNANIMOUS CONSENT

8. **Resolution:** Approve Annual General Liability Insurance Agreement with Marsh & McLennan Agency - HR.
   RESOLUTION NO. 191-26
   APPROVED BY UNANIMOUS CONSENT

9. **Resolution:** Approve New Job Description for the Library Programming and Outreach Coordinator - HR.
   RESOLUTION NO. 192-26
   APPROVED BY UNANIMOUS CONSENT

10. **Resolution:** Approve Reclassifying the Pay Grade for the Classification of Director of OPS - HR.
    RESOLUTION NO. 193-26
    APPROVED BY UNANIMOUS CONSENT

11. **Resolution:** Approve Updated Pay Plans for City of Opelika Employees - HR.
    RESOLUTION NO. 194-26
    APPROVED BY UNANIMOUS CONSENT

12. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
    RESOLUTION NO. 195-26
    APPROVED BY UNANIMOUS CONSENT

13. **Resolution:** Expense Reports from Various Departments.
    RESOLUTION NO. 196-26
    APPROVED BY UNANIMOUS CONSENT

14. **Resolution:** Annual Appropriation Contract FY2026 with Employer's Child Care Alliance.
    RESOLUTION NO. 197-26
    APPROVED BY UNANIMOUS CONSENT

15. **Resolution:** Special Appropriation for National Night Out Event on 10-06-26.
    RESOLUTION NO. 198-26
    APPROVED BY UNANIMOUS CONSENT

16. **Resolution:** Special Appropriation for Annual Health Fair at the Sportsplex on 10-13-26.
RESOLUTION NO. 199-26
APPROVED BY UNANIMOUS CONSENT

17. **Resolution:** Transfer Current Year City Council Discretionary Fund Balances.
RESOLUTION NO. 200-26
APPROVED BY UNANIMOUS CONSENT

18. **Appointment:** Appoint Mark Ennis to the Board of Adjustments & Appeals (New Construction). New Term expires 10-01-2030.
APPROVED BY UNANIMOUS CONSENT

19. **Appointment:** Reappoint Raymond Williams to the Board of Adjustments & Appeals (New Construction). New Term expires 10-01-2030.
APPROVED BY UNANIMOUS CONSENT

20. **Appointment:** Reappoint Kenneth Burton to the Lee County Youth Development Center Board. New Term expires 10-01-2030.
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Approve ROW Encroachment Agreement with EAHCA for Medical Arts Parking on 1st Avenue - PLAN.
RESOLUTION NO. 201-26
MOTION TO APPROVE: 4 TO 0

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 5 Rauch
NAYS:	None
ABSTAIN:	Councilman Ward 4 - President Pro-Tem Chuck Beams

2. Weed Abatement Assessment - 509 1st Avenue.
RESOLUTION NO. 202-26
MOTION TO APPROVE: UNANIMOUS

RESULT:	**Passed**
MOVER:	Councilman Ward 5 Todd Rauch
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 - 208 Cedar Creek.

RESOLUTION NO. 203-26
MOTION TO APPROVE: UNANIMOUS

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

4. Weed Abatement Assessment - 1520 Clanton Street.

RESOLUTION NO. 204-26
MOTION TO APPROVE: UNANIMOUS

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

5. Weed Abatement Assessment - 1408 Magnolia Street.

RESOLUTION NO. 205-26
MOTION TO APPROVE: UNANIMOUS

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

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 - 2nd Reading.

ORDINANCE NO. 027-26
SECOND READING AND APPROVED: UNANIMOUS

RESULT:	**Passed**
MOVER:	Councilman Ward 5 Todd Rauch
SECONDER:	Councilwoman Ward 2 Janataka Hughley-Holmes

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

2. Approve Leasing a Portion of 1103 Glenn St. to Lee-Russell Council of Governments for Senior Center - 1st Reading.

FIRST READING: INTRODUCED

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

President Allen then asked for a motion to suspend the rules to have a second reading. Ms. Holmes made a motion to suspend the rules. Mr. Rauch seconded the motion. There was no discussion and the following vote was recorded:

MOTION TO SUSPEND THE RULES: UNANIMOUS

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

President Allen then asked if there was a motion to approve the ordinance at second reading. Mr. Beams made a motion to approve. Mr. Rauch seconded the motion. There was no discussion and the following vote was recorded:

ORDINANCE NO. 028-26

SECOND READING AND APPROVED: UNANIMOUS

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

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

FIRST READING: INTRODUCED

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

4. Amend the Text of the Zoning Ordinance: Regulation of Package 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)

Ebony McCloud of 2164 Chapel Lane spoke first. Ms. McCloud asked what the plans were for replacing the Winn-Dixie grocery store on Fox Run Parkway.

Susan Bolt of 1188 East University Drive, Auburn, Alabama spoke next. Ms. Bolt spoke against any proposed residential, commercial, and/or short-term rental ordinance requiring business licenses and taxation, stating that it would violate citizens' constitutional rights.

Emily Key of 202 5th Avenue spoke next. Ms. Key also spoke against any proposed residential, commercial, and/or short-term rental ordinance requiring business licenses and taxation, stating that it would cause current tenants' rental costs to increase.

Annie Jones of 200 Lee Road 282, Salem, Alabama spoke next. Ms. Jones spoke against any proposed residential, commercial, and/or short-term rental ordinance requiring business licenses and taxation, also stating that it would cause current tenants' rental costs to increase.

Justin Foster of 728 McDonald Drive spoke next. Mr. Foster asked if the city could tell him when the developers would stop blasting behind his home. Mr. Foster stated that there is no schedule being provided for when they are going to blast and their is still a problem with dust from the development.

Kevin Royal of 401 N 9th Street spoke next. Mr. Royal spoke against the city expanding its own employee health clinic to include private industries and those employees. Mr. Royal stated that the inclusion of private sector employees would negatively affect local physicians and asked that they be given an opportunity to provide clinical services to those individuals before outsourcing it.

Sue Ellen Tallakson of 910 David Street spoke last. Ms. Tallakson also spoke against the city expanding its employee health clinic to the private sector, stating that there are more important things around the city that should be addressed for all of Opelika.

18. ADJOURN

The City Council meeting minutes of September 15, 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 06:52 pm.

CITY OF OPELIKA

VOLUNTEER SERVICE APPLICATION FORM

(Please print or type)

I. **Name and Home Address:**
Karl L. Allen
1513 Maggie Dr.
Opelika AL 36801

DATE - 16 Sept 2026
Home Phone: _____
Work Phone: [redacted]
Cell Phone: [redacted]
E-Mail: [redacted]

II. **Optional:** Gender ____ Female X Male
Race X African American _____ Caucasian
_____ Other

III. **Work Experience:** Business Owner: Karl Allen - Country Financial 2021 - present / Employee: Country Financial 2017 - 2021 / Financial Advisor: Liberty Bank & Trust 2015 - 2017 / Staff Accountant: Liberty Bank & Trust 2010 - 2015

IV. **Volunteer Experience:** Brantwood Children's Home / United Way - Montgomery / Board member: J.W. Darden Foundation

V. **Interest, Skills, Hobbies:** Financial interest in all aspects / Financial mentoring / Helping people obtain sound financial footing and protection. Sports fan

VI. **Reasons for Volunteering:** I have vast experience in finance and insurance and would love to help others achieve stability and improve their positions.

VII. **Availability (days/hours):** Available anytime

IIX. **Board(s) or Committee(s) interested in:** Opelika Housing Authority / Board of Education / Lee County Youth Development Center

NOTE: Email, fax, mail or deliver this application to:

City of Opelika
c/o Russell Jones
P.O. Box 390
Opelika, Alabama 36803
Phone: 334-705-5110
FAX: 334-705-5153
E-Mail: rjones@opelika-al.gov

You may attach a personal bio or a resume if you like.

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 120 Chester Ave, Parcel 43-10-03-05-3-000-058.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at **120 Chester Ave**, **Parcel No. 058.000** 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 $181.96

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 **6th day of October 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 **September 23, 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: 9/23/2026

To: Rachel W Dean & Tiffany W Dortch
300 N Dean RD SUITE 5 BOX 145
Auburn, AL 36831

Parcel # 43-10-03-05-3-000-058.000

On 7/15/2026 , 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 9/9/2026 . 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:	$160.00
Certified Mail:	$ 21.96
Regular Mail:	$
Total:	$ 181.96

RUFF
4031 ELDER LANE
TALLAHASSE, FL
32303

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 606 Dogwood Ave., Parcel # 10-04-18-3-001-080.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 606 Dogwood Ave, Parcel No. 10-04-18-3-001-080.000 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 $441.35

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 6th day of October 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 22nd 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: 9/22/2026

To: RUFF
4031 ELDER LANE
TALLAHASSE, FL
32303

Parcel # 10-04-18-3-001-080.000

On 8/14/2026 , 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 9/4/2025 . 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:	$ 420.47
Certified Mail:	$ 20.88
Regular Mail:	$ 0
Total:	$ 441.35

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT
1801 S Long Street, Parcel 43-10-04-18-3-002-017.000
==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at **1801 S Long Street**., **Parcel 43-10-04-18-3-002-017.000** 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 $344.67

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 **6th day of October 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 **22nd day 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: 9/22/2026

To: HARSH CORPORATION
2700 STONYBROOK ROAD
OPELIKA, AL 36804

Parcel # 10-04-18-3-002-017.000

On 8/28/2026 , 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 9/17/2026 . 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 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:	$ 323.79
Certified Mail:	$ 20.88
Regular Mail:	$ 0
Total:	$ 344.67

Business Name: Oishi Japanese Fusion, LLC DBA Sushi Kingdom Aub

CITY OF OPELIKA alabama

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

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

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

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

CITY OF
OPELIKA.
alabama

TEMPORARY STREET CLOSURE REQUEST APPLICATION

The Opelika City Clerk is responsible for assisting organizations and individuals in making **street closure requests that fall outside of the Opelika Main Street District** (map attached). 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 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 a downtown (within the Opelika Main Street District), you will need to contact 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.
- **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 places 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

Trinity Church - 800 2nd Ave.

Point of Contact for this request

- Name (First/Last): Amy McKay
- Daytime Tel. #: 334-524-0593 334-745-2632
- Email Address: amy.trinitychurch@gmail.com
- Mailing Address: 800 2nd Ave Opelika AL 36801

#2 - Event Details

- What is the date of your event? 10-21-26 Wed.
- Time your event starts (CST) 5:30
- Time your event ends (CST) 7:30
- Time of set up and barricade block (CST) 3:30
- Anticipated number of participants 1000
- Event Type: (parade, march, assembly, rally, market, memorial, etc.) Fall Festival
- How many extra garbage cans do you need? **You are required to get extra cans.** 2?

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

3rd Ave. only the portion bordering our playground fence

#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.)* Food Trucks
☑	☐	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.? On our property only
☑	☐	Do you have sufficient volunteers for your event?
☑	☐	Will your event have any temporary structures, stages, tents, inflatables etc.? on our property only
☑	☐	You have contacted all businesses affected by the road closure. Home on 3rd
☑	☐	Will you have food trucks at your event? On 3rd Ave.

#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 of following the end of the event on the same day. You are required to request and pay for extra garbage cans for your event. Opelika Environmental Services will place event cans downtown. It is your responsibility to move those cans throughout your event, as well as place them back in original location immediately following the event.
- You are not to hang or attach anything to city property, signage, or local businesses without written approval.
- All sound ordinances shall be adhered to.
- Barricades will be placed at the intersections adjacent to the streets approved to be closed. It is your responsibility to place them in the roadway for your approved closure time and to return them to where they were dropped off at the end of your event.
- An approved street closure request does NOT guarantee all vehicles will be removed from the affected street(s) prior to your event.
- An approved street closure request does NOT give you the authority to tow/forcibly remove any legally parked vehicles.
- 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.)

Amy McKay

Signature

9-15-26

Date

Street Map

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

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

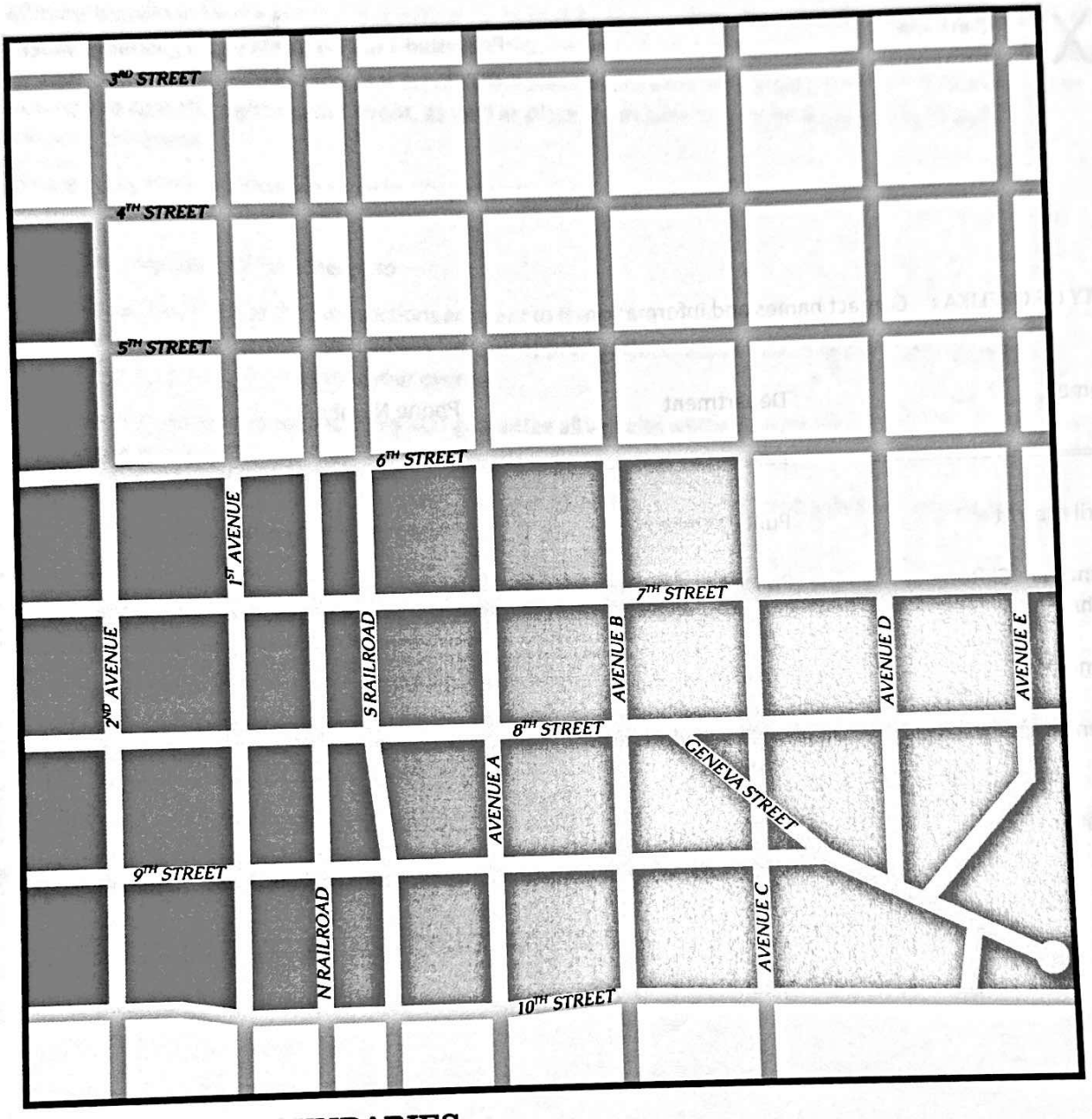
X = Barricade Location = Requested Street = Parade/March Path

CITY OF OPELIKA : Contact names and information

Name	Department	Phone Number	
April Merritt	Public Works	705-5413	(street barricades)
Johnathan Clifton	Police Chief	705-5205	
John Hester	Major	705-5222	
Shane Boyd	Fire Chief	705-5301	
Jasen Spoon	Opelika Environmental Services	705-2093	(solid waste / trash)
Brent Poteet	Opelika Power Services	705-5591	

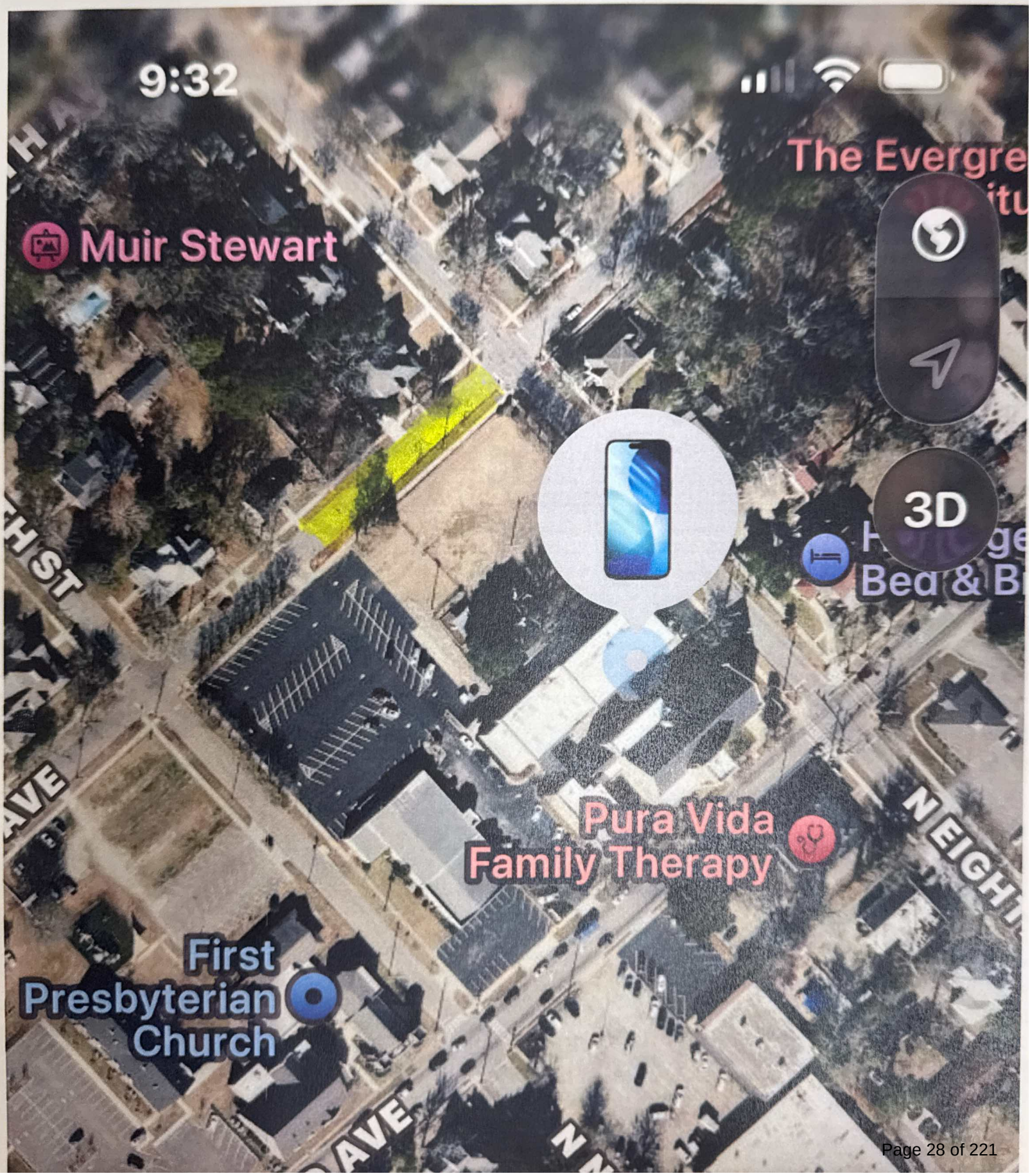
Below is the Opelika Main Street District map. If your event falls within this area, please contact Main Street at director@opelikamainstreet.org to apply for street closure or Courthouse Square rental.

OPELIKA MAIN STREET DISTRICT MAP



DISTRICT BOUNDARIES

OPELIKA
MAIN STREET
EST. 1987


9:32
Muir Stewart
The Evergre
3D
Pura Vida
Family Therapy
First
Presbyterian
Church

Sponsored by: Mayor Eddie Smith
and the Public Works Department

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the I-85 Sanitary Sewer Improvements for the Public Works Department; and

WHEREAS, Utility & Water Services submitted the low bid meeting specifications; and

WHEREAS, funding for this contract is coming from the appropriate account;

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

1. That the contract be awarded to Utility & Water Services on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Utility & Water Services in the amount of $974,902.42.

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 #26029 – We are asking the Council to approve a contract for the I-85 Sanitary Sewer Improvements

FACTS:

- Bid opening date – 9/1/26
- User Department – Public Works
- The bid was mailed to 11 vendors
- 5 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to Utility & Water Services for their low bid meeting specifications in the amount of $974,902.42.

BID# 26029 DATE: 9/1/26 DEPT: PUBLIC WORKS						11 VENDORS INVITED
DESCRIPTION: I-85 SANITARY SEWER IMPROVEMENTS						5 BIDS RECEIVED
VENDOR	**TOTAL BASE BID**	**ALTERNATE BID**				
AGX SITEWORX						
BEEHIVE CONSTRUCTION LLC						
CB&A PROJECT MANAGEMENT SVCS LLC						
CRAWFORD GRADING AND PIPELINE INC						
DONALD H ALLEN DEVELOPMENT INC						
HUDMON CONSTRUCTION CO INC						
JLD ENTERPRISES LLC						
KERR ENTERPRISE LLC						
ONE STOP ENIVRONMENTAL LLC						
STRACK INC	$ 1,549,000.62	-				
WEBB UTILITIES & CONSTRUCTION LLC						
Jordan Excavating Co., LLC	$ 1,094,450.00	-				
Landmark Grading	$ 977,322.53	-				
Utility & Water Services	**$ 974,902.42**	-				
Evergreen	$ 1,395,000.00	$ 1,345,000.00				

Sponsored by: Mayor Eddie Smith
and Opelika Environmental Services

RESOLUTION NO. _____

WHEREAS, the Environmental Services department desires to purchase six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts utilizing Sourcewell Contract #120324-TOT; and

WHEREAS, Toter, LLC is the Sourcewell contract vendor for the Toter 96 Gallon EVR II Universal/Nestable Carts; and

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

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

1. That the purchase be awarded to Toter, LLC, utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Toter, LLC, in the amount of $43,624.40.

3. That the Mayor be authorized to sign all documents pertaining to this purchase.

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

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

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

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

Toter®

Sourcewell
Awarded Contract
Contract # 120324-TOT

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10397451

Sell To:

Contact Name	Jasen Spoon	Ship To Name	City of Opelika
Bill To Name	City of Opelika	Ship To	700 Fox Trail Opelika, AL 36801 USA
Bill To	700 Fox Trl Opelika, AL 36801 USA	Quick Ship	☐
Email	jspoon@opelika-al.gov		
Phone	(334) 705-2090		

Quote Information

Salesperson	Steve Swanson	Expiration Date	10/16/2026
Salesperson Email	sswanson@wastequip.com	Quote Number	WQ-10397451 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Product Notes	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	City of Opelika Commercial	---Body Color - (149) Dark Gray Granite ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	150.00	$65.60	$9,840.00
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart		---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	419.00	$65.60	$27,486.40
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart		---Body Color - (968) Greenstone ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	35.00	$65.60	$2,296.00
			---Body Color - (968) Greenstone ---Lid Color - (570) Red ---Body Hot Stamp on Both Sides			

Toter®

Sourcewell Awarded Contract

Contract # 120324-TOT

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10397451

**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart		(Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	20.00	$67.10	$1,342.00

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$40,964.40
Shipping	$2,660.00
Tax	$0.00
Grand Total	$43,624.40

Additional Information

Additional Terms

Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you accept this Quote and expressly agree to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") as of the date set forth in Section 1(b) of the Wastequip Terms, and no other terms. The Wastequip Terms are located at: https://www.wastequip.com/terms-conditions-sale, and are made a part of this Quote and any subsequent Purchase Order(s). The Wastequip Terms may be updated from time to time and are available by hard copy upon request.
Any changes or deviations to the terms of this Quote, including any proposed or different terms in a Purchase Order submitted by you, are not effective and are rejected by Wastequip unless expressly agreed upon in writing by you and Wastequip.

Additional Information

Pricing is based on your acceptance prior to the expiration of this Quote. Any differences to this Quote, including product specifications, quantities, and timing, may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us, regardless of whether such increase is due to any factor within or beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract Information

Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Toter®

Sourcewell

Awarded Contract

Contract # 120324-TOT

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10397451

Toter

Waste and recycling collection solutions

#120324-TOT
Maturity Date: 4/4/2029
Website: toter.com/resources/municipal-purchasing-process

Sourcewell Awarded Contract

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 120324-TOT gives access to the following types of goods and services:

- Roll out carts (16-96 gal)
- Front end containers (1-4 CY)
- Bear carts (32-96 gal)
- Specialty recycling bins
- Assembly and delivery services
- Container maintenance programs
- Wasteware asset management
- Secure and medical waste carts
- Tilt, cube and mobile trucks
- Public Space litter containers
- Round cans and slimlines
- Container lift and dump units

Need help getting a quote?

Our Sourcewell team can help you through the quoting process, answer contract questions, and clarify next steps.

Get help with a quote

Call 877-585-9706

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Sponsored by: Mayor Eddie Smith
and the Purchasing Department

RESOLUTION NO. _____

RESOLUTION APPROVING ORDER FORM FROM PLACER LABS, INC., FOR SUBSCRIPTION FOR SERVICES

WHEREAS, the Information Technology Department desires to purchase a subscription from Placer Labs, Inc. ("Placer.ai") for the analysis of aggregated customer demographics for a term of three (3) years for a total cost of $114,279.00 to be paid annually as follows:

$36,250—October 31, 2026

$38,063—October 31, 2027

$39,966—October 31, 2028

; and

WHEREAS, Placer.ai empowers private and public organizations to make better decision by helping them understand what's really happening in the physical world; and

WHEREAS, an Order Form (the "Order Form"), a copy of which is attached hereto as Exhibit "A", has been prepared by Placer Labs, Inc., 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 Order Form; and

WHEREAS, the funds for the purchase of said three-year subscription of the subscription shall be paid from the Information Technology Capital Outlay.

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

1. That the Order Form prepared and submitted by Placer Labs, Inc., be and the same is hereby accepted and approved in the form submitted to the City Council with such changes thereto (by addition, deletion, or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Order Form.

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

3. That the compensation to be paid to Placer Labs, Inc., for the software subscription as provided in the Order Form shall be paid from the Information Technology

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

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to Placer Labs, Inc., purchase orders for the annual payments as referenced above.

5. That the Mayor and the Chief Information Officer are hereby authorized to approve payment of all invoices in accordance with the provisions of the Order Form or as otherwise approved by the City Council.

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

PLACER LABS, INC.

ORDER FORM

City of Opelika	("**Customer**")	Placer Labs, Inc.	("**Placer**")
Address:	204 S 7th St Opelika, AL 36801	Address:	440 N Barranca Ave., #1277 Covina, California 91723
Contact Person:	Stephen Dawe	Contact Person	JT Breslin
Email:	sdawe@opelika-al.gov	Billing Contact Person:	Melissa Anderson
Phone:	334-705-5140	Billing Email*:	billing@placer.ai
Billing Contact Email:	sdawe@opelika-al.gov	Billing Phone*:	415-228-2444
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Access to Esri Basemaps. The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.
- Placer ArcGIS Toolbox: Placer ArcGIS Toolbox connects the Placer API to the ArcGIS environment.
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
    - Accurate foot traffic counts and dwell time
    - True Trade Areas displaying frequent-visitors-density by home and work locations
    - Customers' demographics, interests, and time spent at relevant locations
    - Where customers are coming from and going to, and the routes they take
    - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
    - Competitive insights
    - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
    - Regular meetings with Placer's Customer Success Team
    - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	**Input Datasets Used**
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

- Access to Placer ArcGIS Toolbox. Placer ArcGIS Toolbox is a graphical user interface that supports a user's interactions with the ArcGIS Pro environment of Environmental Systems Research Institute, Inc. ("Esri"). The Placer ArcGIS Toolbox allows a Customer user to connect to Placer's API to call in Placer's

foot traffic, trade areas and other data to leverage in Esri's ArcGIS Pro environment for a variety of GIS-related operations. The Placer ArcGIS Toolbox crafts appropriately structured API queries and converts the response into an Esri-compatible display/layer/feature class for users working in Esri's ArcGIS Pro Environment. Customer acknowledges and agrees that: (a) the Placer ArcGIS Toolbox requires integration with and access to Esri's ArcGIS Pro environment to function; (b) Customer is solely responsible for obtaining and maintaining any and all required licenses, subscriptions or other authorizations with Esri related to Esri's ArcGIS Pro environment for the duration of the Term; (c) Customer shall ensure that all use of the Placer ArcGIS Toolbox complies with Esri's terms of use, service agreements, policies, and any other applicable restrictions or limitations; (d) any suspension, termination, or modification of Customer's relationship with Esri that affects the Placer ArcGIS Toolbox's functionality shall not excuse Customer's performance of its obligations hereunder or entitle Customer to any refund from Placer; and (e) Placer makes no representations or warranties regarding Esri's services, availability, or continued compatibility with the Placer ArcGIS Toolbox.

- Esri API
  - Content:
    - Foot Traffic
    - Trade Area
    - US Census 2019 - Trade Area profile (as available within the Placer Dashboard)
    - Ranking Metrics - As of December 1, 2021
  - Limited to 10k weekly API calls for up to 10,000 entities
  - Access/coverage is subject to overall Customer's access permissions under this Order Form
  - Access is limited to Placer's publicly available endpoints as outlined in the API Documentation: Link
- Events: This data set is generated using the input datasets from the data vendor.

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as October 31, 2026, and will continue for 36 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term,**" and the Initial Term and any Additional Terms are referred to collectively as the "**Term.**"

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods 12 months, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

Subscription Fees Total	**$114,279.00**
Months 1-12: Subscription Fees Total	**$36,250.00**
Months 13-24: Subscription Fees Total	**$38,063.00**
Months 25-36: Subscription Fees Total	**$39,966.00**

Placer will invoice Customer as follows for the Additional Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

Additional Terms of 12 months, if any, shall be paid within thirty (30) days of the invoice date.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

Placer may increase the fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

Additional Terms For the Esri Basemaps Enabled Platform. Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the "**Supplemental T&Cs**"). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement.

Supplemental T&Cs

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.'s ("Esri") and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements including Supplement No. 4 to Part 744 of the EAR (https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file and https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under those laws and regulations.
4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.
5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual data supplied by Esri or its licensors in the Placer Platform

and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.
6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations.

As of the Effective Date, the Order Form dated October 31, 2023 is hereby void and of no further effect.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"	"**Placer**"
City of Opelika	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Sponsored by: Mayor Eddie Smith
and the Purchasing Department

RESOLUTION NO. _____

RESOLUTION APPROVING QUOTATION FROM CDW GOVERNMENT, LLC FOR SAMSARA IoT DATA SERVICES FOR PUBLIC SAFETY

WHEREAS, the City of Opelika (the "City"), pursuant to §41-16-51(16) of the *Code of Alabama,* may by resolution and without advertising for bids purchase any goods or services, made a party of the purchasing cooperative sponsored by the National Association of Counties or other national or regional governmental cooperative purchasing program approved by the Alabama Department of Examiners of Public Accounts; and

WHEREAS, the Information Technology Department has the need on a timely basis to purchase IoT data services from Samsara for more reliable GPS for public safety; and

WHEREAS, Samsara IoT is a cloud-based integrated platform that allows the City to manage and track its fleet and equipment to increase safety, efficiency and sustainability; and

WHEREAS, the Information Technology Department desires to purchase said Samsara IoT data services from CDW Government LLC ("CDW") utilizing Omnia Partners Contract #2024056-01; and

WHEREAS, the term of the contract will be from October 21, 2026, through October 20, 2027; and

WHEREAS, CDW Government LLC ("CDW") is the Omnia Partners Contract Vendor for the Samsara IoT; and

WHEREAS, the purchase of goods and services through an approved purchasing cooperative, such as Omnia Partners, is exempt from the Alabama Competitive Bid Law; and

WHEREAS, a Quotation has been prepared by CDW Government, LLC , a copy of which is attached hereto as Exhibit "A", has been prepared by CDW Government, LLC, and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Quotation; and

WHEREAS, the cost of the Samsara equipment and licenses to be provided by CDW Government, LLC is $198,528.69; and

WHEREAS, the funds for the purchase of said IoT data equipment and licenses shall be paid from the Information Technology Budget.

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

1. That the Quotation prepared and submitted by CDW Government, LLC, be and the same is hereby accepted and approved in the form submitted to the City Council with such changes thereto (by addition, deletion, or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Quote.

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

3. That the contract for the purchase of said IoT data equipment is hereby awarded to CDW Government, LLC, utilizing Omnia Partners Contract #2024056-01.

4. That the compensation to be paid to CDW Government, LLC, for the Samsara IoT data equipment as provided in the Quotation shall be paid from the Information Technology Budget. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to CDW Government, LLC, purchase orders for the compensation as required by the agreement.

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

7. That the Chief Information Officer is authorized to approve payment of all invoices for recurring annual Samsara IoT services and licenses, and the Revenue-Purchasing Manager is authorized to issue purchase orders for said recurring services and licenses, provided the amount of each invoice is included in the budget of the Information Technology Department.

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

communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Quote.

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

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

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

QUOTE CONFIRMATION

Pricing and Availability Notice

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

STEPHEN DAWE,

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

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXZC926	7/23/2026	SAMSARA LICENSES 26-27	936449	$198,528.69

IMPORTANT - PLEASE READ

Special Instructions: Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/legal/public -sector-customers-platform-terms-of- service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service'). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms. The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Agreement close-out costs. Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-war ranty. Additional support information can be found at www.samsara.com/support.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SAMSARA LIC F VEHICLE GATEWAYS Mfg. Part#: LIC-VG-ENT Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	305	4905296	$453.25	$138,241.25

QUOTE DETAILS (CONT.)				
SAMSARA LIC F VEHICLE GATEWAYS Mfg. Part#: LIC-VG-PS Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	65	6072889	$354.30	$23,029.50
Samsara Enterprise - license - 1 camera Mfg. Part#: LIC-CM2-ENT UNSPSC: 43233204 Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	43	4920496	$687.29	$29,553.47
SAMSARA CAMERA CONNECTOR LIC Mfg. Part#: LIC-CM-AHD1 Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	11	7468001	$432.26	$4,754.86
SAMSARA PWRD ASSET TRACKER BSC LIC Mfg. Part#: LIC-AG-PWR-BASIC Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	5	7174748	$200.69	$1,003.45
Samsara Enterprise - license - 1 gateway Mfg. Part#: LIC-AG2-ENT UNSPSC: 43233204 Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	3	5021004	$298.56	$895.68
SAMSARA AI MULTICAM NG CAM CONN Mfg. Part#: LIC-MC-AIM4 Start Date: 10/21/2026 End Date: 10/20/2027 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	1	8540779	$1,050.48	$1,050.48

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

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

SUBTOTAL	$198,528.69

SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$198,528.69**

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



Sales Contact Info

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$198,528.69	**$5,618.36/Month**	**$198,528.69**	**$6,460.12/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

 My Account |  Support |  Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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CDW•G

Your Go-To Contracts for IT Solutions

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

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



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong partnership. Distinguished by their exceptional dedication to mutual success,

Click Your Industry

Education | Government

Nonprofit

Gold Awardees have demonstrated unparalleled excellence in driving growth and embodying the spirit of true collaboration. This coveted honor reflects a profound synergy that propels both our organizations to new heights.

Public Sector

K-12 Education

Higher Education

State & Local Government

Our robust contract portfolio with OMNIA Partners reduces administrative workload while also integrating new and emerging IT products and services to meet your evolving needs.

- **Information Technology Products and Services**
  City of Mesa, AZ | 2024056-01
- **Technology Products, Solutions and Related Services**
  Cobb County, GA | 23-6692-02
- **Total Cloud Solutions and Services**
  Region 4 ESC - TX | R220801
- **Technology Solutions, Products and Services**
  Region 4 ESC - TX | R210401

CONTRACT DOCUMENTATION

CONTACT US

BUY NOW ON OMNIA Partners OPUS



1,000+ OEM Partners



CDW•G Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal

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

Information Technology Products and Services

City of Mesa, AZ
Contract Number: 2024056-01

Initial Term: July 2, 2024 through July 1, 2028
Renewal Options: Option to renew for three (3) additional two-year periods through July 1, 2034

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- Proof of Publication
- RFP Opening Documents

Previous Contract

- Previous Contract - 2018011-01

Technology Products, Solutions and Related Services

Cobb County, GA
Contract Number: 23-6692-02

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

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- Proof of Publication
- RFP Opening Documents

Total Cloud Solutions and Services

Region 4 ESC - TX
Contract Number: R220801

Initial Term: October 1, 2022 through September 30, 2025
Renewal Options: Option to renew for two (2) additional one-year periods through September 30, 2027
RENEWED THROUGH September 30, 2026

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Award Letter
- NJ DOC #6 – Disclosure of Investment Activities
- Renewal Letter 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- RFP Addendum 4
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- Previous Contract

Technology Solutions, Products and Services

Region 4 ESC - TX
Contract Number: R210401

Initial Term: June 1, 2021 through May 31, 2024
Renewal Options: Option to renew for two (2) additional one-year periods through May 31, 2026
RENEWED THROUGH May 31, 2026

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Award Letter
- Contract Renewal 1
- Contract Renewal 2
- NJ DOC #6 – Disclosure of Investment Activities

Response Evaluation

- Supplier Response to RFP

- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- Former Contract R160201

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

Sponsored by: Mayor Eddie Smith
and the Purchasing Department

RESOLUTION NO. _____

RESOLUTION APPROVING QUOTATION FROM CDW GOVERNMENT, LLC FOR NEW NUTANIX SERVER CLUSTER AT OPELIKA POLICE DEPARTMENT SECURE SERVER FACILITY

WHEREAS, Nutanix, Inc. ("Nutanix") consolidates and simplifies running databases, protects data and applications from internal and external threats and provides infrastructure solutions that are secure for digital services and enables a mobile workforce; and

WHEREAS, the Information Technology Department desires to purchase Nutanix software licenses for a term of three (3) years, commencing on December 6, 2026, and terminating on July 31, 2029, and;

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

WHEREAS, the purchase of goods and services through an approved purchasing cooperative, such as National IPA Technology Solutions, an Omnia Partner, is exempt from the Alabama Competitive Bid Law; and

WHEREAS, a Quotation (the "Quotation"), a copy of which is attached hereto as Exhibit "A", has been prepared by CDW Government, LLC, and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Quotation; and

WHEREAS, the cost of the software licenses as provided in said quotation is $263,235.72, and the Chief Information Officer has certified that funds for the purchase of the software license are available in the IT Capital Outlay budget.

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

1. That the Quotation prepared and submitted by CDW Government, LLC, be and the same is hereby accepted and approved in the form submitted to the City Council with such changes thereto (by addition, deletion, or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Quote.

2. That the Mayor is hereby authorized to accept the Quotation and to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, notices, certificates, assurances or other instruments or other

communications as he deems necessary or appropriate to carry into effect the intent of the provisions of this Resolution.

4. That the amount to be paid to CDW Government, LLC, for the software licenses as provided in the Quotation shall be paid from the IT Capital Outlay Budget. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue to CDW Government, LLC, a purchase order for the purchase of the server cluster in the amount of $263,235.72 as referenced above.

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

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

QUOTE CONFIRMATION

Pricing and Availability Notice

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

STEPHEN DAWE,

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

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PZPJ185	9/14/2026	NUTANIX-XQ-4382948	0936449	$263,235.72

IMPORTANT - PLEASE READ

Special Instructions: Nuanix products and solutions are not returnable

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NUTANIX CLOUD INFRASTRUCTURE SUB RNW Mfg. Part#: RSW-NCI-ULT-PR SN#:23SW000322292, LIC-02438874, Term: 12-06-2026 4:00:00 PM to 12-05-2029 4:00:00 PM Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	144	7321039	$1,564.73	$225,321.12
NUTANIX CLOUD MANAGER SUB RNW Mfg. Part#: RSW-NCM-STR-PR SN#:23SW000322293, LIC-02438875, Term: 12-06-2026 4:00:00 PM to 12-05-2029 4:00:00 PM Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	144	7321041	$196.42	$28,284.48
NUTANIX PROD HW SUP RNW Mfg. Part#: RS-HW-PRD-MY	6	6149547	$1,605.02	$9,630.12

QUOTE DETAILS (CONT.)

SN#:23SG5K460046,
23SG5K460054,
23SG5K460049,
23SG5K460050,
23SG5K460044,
23SG5K460045,
Term: 12-06-2026 4:00:00 PM to
07-31-2029 4:00:00 PM
Electronic distribution - NO MEDIA
Contract: OMNIA Mesa 2024056-01 (2024056-01)

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

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

SUBTOTAL	$263,235.72
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$263,235.72**

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



Sales Contact Info

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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CDW•G

Your Go-To Contracts for IT Solutions

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

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



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong partnership. Distinguished by their exceptional dedication to mutual success,

Click Your Industry

Education | Government

Nonprofit

Gold Awardees have demonstrated unparalleled excellence in driving growth and embodying the spirit of true collaboration. This coveted honor reflects a profound synergy that propels both our organizations to new heights.

Public Sector

K-12 Education

Higher Education

State & Local Government

Our robust contract portfolio with OMNIA Partners reduces administrative workload while also integrating new and emerging IT products and services to meet your evolving needs.

- **Information Technology Products and Services**
  City of Mesa, AZ | 2024056-01
- **Technology Products, Solutions and Related Services**
  Cobb County, GA | 23-6692-02
- **Total Cloud Solutions and Services**
  Region 4 ESC - TX | R220801
- **Technology Solutions, Products and Services**
  Region 4 ESC - TX | R210401

CONTRACT DOCUMENTATION

CONTACT US

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1,000+ OEM Partners



CDW•G Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal

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

Information Technology Products and Services

City of Mesa, AZ
Contract Number: 2024056-01

Initial Term: July 2, 2024 through July 1, 2028
Renewal Options: Option to renew for three (3) additional two-year periods through July 1, 2034

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- Proof of Publication
- RFP Opening Documents

Previous Contract

- Previous Contract - 2018011-01

Technology Products, Solutions and Related Services

Cobb County, GA
Contract Number: 23-6692-02

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

- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- Former Contract R160201

Sponsored by: Mayor Eddie Smith
and the Opelika Police Department

RESOLUTION NO. _____

APPLY FOR/ACCEPT THE 2025 BYRNE JUSTICE ASSISTANCE GRANT – OPD

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

WHEREAS, The total amount of the Grant Application is $42,640.00.

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

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

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

APPROVED and ADOPTED this the ____ day of _____ 2026.

_____

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

ATTEST:

_____

Russell A. Jones, MMC
City Clerk

FACT SHEET

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

FACTS:

- The City of Opelika participates each year in the application/acceptance for a BYRNE JUSTICE ASSISTANCE GRANT.
- The amount of this grant application/acceptance is $42,640.00.
- Opelika Police Department plans to use the allotted award to purchasing approximately 60 rifle rated ballistic plates for vests.

RECOMMENDATIONS:

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

Sponsored by: Mayor Eddie Smith
And the Accounting Department

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA, TO AMEND THE FISCAL YEAR 2025-2026 BUDGET AND THE FISCAL YEAR 2026-2027 BUDGET

WHEREAS, on September 16, 2025, the City Council of the City of Opelika (the "City Council") approved the Budget Resolution 234-25 for Fiscal Year 2025-2026; and

WHEREAS, the City of Opelika (the "City") has determined that the funds originally budgeted to procure the City's insurance portfolio from Cobbs Allen & Hall are insufficient to cover the necessary expenses; and

WHEREAS, the reason for the shortfall is due to an increase in health insurance claims and the cost of other health-related coverage, including Stop Loss Insurance and the contract with Premise Health Employer Solutions, LLC; and

WHEREAS, the amount required to fund this expense is $1,000,000; and

WHEREAS, on September 1, 2026, the City Council of the City of Opelika (the "City Council") approved the Budget Resolution 180-26 for Fiscal Year 2026-2027; and

WHEREAS, the City of Opelika (the "City") has determined that the funds originally budgeted to procure the City's insurance portfolio from Cobbs Allen & Hall are insufficient to cover the necessary expenses; and

WHEREAS, the reason for the shortfall is due to an increase in health insurance claims and the cost of other health-related coverage, including Stop Loss Insurance and the contract with Premise Health Employer Solutions, LLC; and

WHEREAS, the amount required to fund this expense is $1,300,000; and

WHEREAS, the source of the additional funds for both increases will be the Unassigned Fund Balance.

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

1. That the City Council approves the increase of the appropriation for the City's health insurance fund by $1,000,000 for fiscal year 2025-2026 and by $1,300,000 for fiscal year 2026-2027.

2. That the additional funds for both increases shall come from the Unassigned Fund Balance.

3. 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.

4. 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

Sponsored by: Mayor Eddie Smith
and the Accounting Department

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH HIMMELWRIGHT, HUGULEY & BOLES, LLC

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

1. That the proposed engagement letter for financial auditing services to be entered into between the City of Opelika and Himmelwright, Huguley & Boles, LLC, exhibited in its complete and final form on this day to the City Council and being attached hereto and incorporated by reference as Exhibit "A" be and the same is hereby approved, adopted, authorized, ratified and confirmed.

2. That the Mayor of the City of Opelika is hereby authorized and directed to execute said engagement letter for and in the name of the City of Opelika and the City Clerk is hereby authorized and directed to attest said contract.

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

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

ATTEST:

_____
CITY CLERK

Himmelwright
Huguley
Boles

September 15, 2026

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

We are pleased to confirm our understanding of the services we are to provide for City of Opelika, Alabama (the "City"), for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund
3. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – School Tax Special Revenue Fund
4. Schedule of Changes in the Net Pension Liability and Related Ratios
5. Schedule of Employers Contributions – Pension
6. Notes to Required Supplementary Information – Pension
7. Schedule of Changes in the Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain

additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

1. Schedule of expenditures of federal awards
2. Combining Balance Sheet – Nonmajor Governmental Funds
3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
4. Combining Balance Sheet – Nonmajor Special Revenue Fund
5. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Special Revenue Funds
6. Combining Balance Sheet – Nonmajor Debt Service Funds
7. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Debt Service Funds
8. Combining Balance Sheet – Nonmajor Capital Project Funds
9. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Capital Project Funds
10. Combining Statement of Net Position – Internal Service Funds
11. Combining Statement of Revenues, Expenses, and Changes in Net Position – Internal Service Funds
12. Combining Statement of Cash Flows – Internal Service Funds
13. Schedule of Debt – Governmental Funds
14. Schedule of Debt Service – Governmental Funds
15. Schedules General Obligation and Other Long-Term Debt

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. General Governmental Revenues by Source – Last Ten Fiscal Years
2. General Governmental Expenditures by Function – Last Ten Fiscal Years
3. Ratio of Annual Debt Service Expenditures for General Bonded Debt to Total General Expenditures – Last Ten Fiscal Years
4. Property Tax Levies in Lee County, Alabama – Last Ten Fiscal Years
5. Assessed and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years
6. Property Tax Rates – All Overlapping Governments
7. Ratio of Net Obligation Bonded Debt to Assessed Value and Net General Obligation Bonded Debt Per Capita – Last Ten Fiscal Years
8. Computation of Legal Debt Margin
9. Computation of Overlapping Debt

10. Demographic Statistics - Last Ten Fiscal Years
11. Construction - Last Ten Fiscal Years
12. Principal Taxpayers
13. Miscellaneous Statistics

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is

subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management's override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on February 15, 2027.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles ("GAAP"). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Himmelwright, Huguley & Boles, LLC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to peer review or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Himmelwright, Huguley & Boles, LLC, personnel. Furthermore, upon request, we

may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by peer review. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

John Boles, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate our total fees for the services will be $115,000. This amount includes both the financial statement audit and any required procedures under the Uniform Guidance (Single Audit), as applicable. This estimate does not include out-of-pocket expenses, such as third-party confirmation fees or other necessary costs incurred in completing the engagement. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If during the audit significant additional time to complete the engagement should appear to be necessary or if we become aware that additional time is required in order to assist you in preparing the necessary documents so that we can conduct our audit, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of City Council of the City of Opelika, Alabama. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Himmelwright, Huguley & Boles, LLC
Opelika, Alabama

This letter correctly sets forth the understanding of the City of Opelika, Alabama:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Sponsored by: Mayor Eddie Smith

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
Denise Rogers	Municipal Court	$ 25.00
Madison Bush	Economic Development	$ 55.48
Derric Baker	Probation	$ 93.28
Dora Foster	Probation	$ 93.28
Kade Butler	Information Technology	$ 138.70
Lee McInnis	Engineering	$ 370.88
Page Core	Municipal Court	$ 424.82
Carolyn Smith	Municipal Court	$ 430.01

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

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

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

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

EXPENSE REPORT

NAME Denise P. Rogers **DEPARTMENT** Municipal Court **PERIOD ENDING** 9/10/2026

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
8/14/2026	Opelika, Alabama									$ 25.00	$ 25.00
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25.00	$ 25.00

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

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
14-Aug	Groome parking fee at Home 2 Suites	$ 25.00

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT

NUMBER OR DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
APPA Conference in Chicago, IL

METHOD OF REIMBURSEMENT
MAIL TO: Municipal Court

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Name Madison Bush

DEPARTMENT Department Econ Dev

PERIOD ENDING 9.2.26

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
9/2/2026	City Hall to Ft. Benning					27.74						27.74
9/2/2026	Ft. Benning to City Hall					27.74						27.74
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	55.48	0.00	0.00	0.00	0.00	0.00	55.48

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

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/2/2026	City Hall to Ft. Benning	27.74
9/2/2026	Ft. Benning to City Hall	27.74

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Madison Bush

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Derric A. Baker **DEPARTMENT** Probation/ Monitoring Spc **PERIOD ENDING** 0917/2026

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
9/15/2026	Montgomery, AL					$ 93.28					$ 93.28
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ 93.28	$ -	$ -	$ -	$ -	$ 93.28

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

Agree To P.O.
Exts Verified
Footing Verified
Inv. Price Bid Price
Ok To Pay
MC # Verified

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
15-Sep	61.37 x .76	$ 46.64
16-Sep	61.37 x .76	$ 46.64

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT

NUMBER OR DAYS AWAY FROM HOME
2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Monitoring Specialist Training

METHOD OF REIMBURSEMENT
MAIL TO:

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Dora L. Foster **DEPARTMENT** Probation / CRO **PERIOD ENDING** 9/18/2026

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
9/15/2026	Montgomery, AL					$93.28					$ 93.28
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ 93.28	$ -	$ -	$ -	$ -	$ 93.28

ITEMIZED BUSINESS MEALS

DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT

Agrees to P.O.
Exts Verified
Footing Verified
Inv. Price Bid Price
OK To Pay
A/C # Verified

NUMBER OR DAYS AWAY FROM HOME
2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
CRO Training

METHOD OF REIMBURSEMENT
MAIL TO:

Dora Lynn Foster
EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
15-Sep	61.37 x .76	$ 46.64
16-Sep	61.37 x .76	$ 46.64

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS		AMOUNT

EXPENSE REPORT

NAME Benaiah Kade Butler **DEPARTMENT** IT **PERIOD ENDING** 10/2/26

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

DATE	CITY AND STATE		TRANSPORTATION				BUSINESS MEALS Itemize Below			MISC EXPENSES Itemize Below	DAILY TOTAL
		LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
9/15/2026	OPELIKA TO ATLANTA									69.39	$ 69.39
	AIRPORT PARKING										$ -
											$ -
											$ -
9/19/2026	RETURN TO OPELIKA									69.31	$ 69.31
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 138.70

ITEMIZED BUSINESS MEALS

DATE	NAME OF PERSON(S) DINING;	TIME	PLACE	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
15-Sep	Opelika to Atlanta	91.3 MI
19-Sep	Atlanta to Opelika	91.2 MI

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS		AMOUNT

NUMBER OR DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0

NATURE OR PURPOSE OF TRAVEL
VarkadaOne Security Conference

METHOD OF REIMBURSEMENT
MAIL TO: 2140 Redtail Ln
Auburn, AL 36879

Benaiah K. Butler
SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Jonathan Lee McInnis **DEPARTMENT** Engineering **PERIOD ENDING**

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
9/9/2026	Opelika, AL to Orange Beach, AL					$ 185.44					$ 185.44
9/11/2026	Orange Beach, AL to Opelika, AL					$ 185.44					$ 185.44
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ 370.88	$ -	$ -	$ -	$ -	$ 370.88

ITEMIZED BUSINESS MEALS

DATE	# PERSON(S) DINING;	TIME	PLACE	AMOUNT

Amex Exp'd
Receipt
Pricing Verified
Inv. Price Bio Price
Ok To Pay
AO # Verified

ITEMIZED AUTOMOBILE EXPENSES

DATE	S, PARKING, REPAIRS, ETC	AMOUNT
29-Sep	Mileage of 488 @ $0.76/mile =	$ 370.88

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

NUMBER OR DAYS AWAY FROM HOME
3 days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0 days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
AWR Conference for Continuing Professional Development Hours

METHOD OF REIMBURSEMENT
MAIL TO:
Jonathan Lee McInnis
Engineering Dept

SIGNATURE Lee McInnis

APPROVED BY

EXPENSE REPORT

NAME PAIGE P. CORE

DEPARTMENT Municipal Court

PERIOD ENDING 9/27/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN	ORANGE BEACH, ALABAMA					184.74			19.80			204.54
MON												0.00
TUES												0.00
WED	ORANGE BEACH, ALABAMA					184.74			19.23			203.97
THURS	ORANGE BEACH, ALABAMA								16.31			16.31
FRI	ORANGE BEACH, ALABAMA											0.00
SAT	ORANGE BEACH, ALABAMA											0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	369.48	0.00	0.00	55.34	0.00	0.00	424.82

WEEKLY TOTAL EXPENSES

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

Agree To P.O.
Date Verified
Footing Verified
Inv. Price Bid Price
Ok To Pay
A/C # Verified

NUMBER OF DAYS AWAY FROM HOME: 5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS:

NATURE OR PURPOSE OF TRAVEL: AMCCMA Conference for Municipal Court

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

Snail Mail to Municipal Court

Paige P Core

SIGNATURE

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/23/26	243.08 x .76	184.74
9/24/26		
9/25/26		
9/26/26		
9/27/26	243.08 x .76	184.74

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME Carolyn Smith

DEPARTMENT Municipal Court

PERIOD ENDING 9/27/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN	ORANGE BEACH, AL					184.74						184.74
MON												0.00
TUE												0.00
WED	ORANGE BEACH, AL					184.74			11.00			195.74
THU	ORANGE BEACH, AL								33.30			33.30
FRI	ORANGE BEACH, AL											0.00
SAT	ORANGE BEACH, AL							16.23				16.23
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	369.48	0.00	16.23	44.30	0.00	0.00	430.01

WEEKLY TOTAL EXPENSES

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

Agree To P.O.
Exts Verified
Footing Verified
Inv. Price Bid Price
Ok To Pay
A/C # Verified

NUMBER OF DAYS AWAY FROM HOME: 5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL: 2026 AMCCMA Annual Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

Snail Mail to Municipal Court

SIGNATURE Carolyn Smith

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
9/23/26	243.08 x .76	184.74
9/24/26		
9/25/26		
9/26/26		
9/27/26	243.08 x .76	184.74

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

RESOLUTION NO. _____

RESOLUTION AMENDING THE ORGANIZATIONAL CHART OF THE OPELIKA MUNICIPAL COURT BY MODIFYING THE JOB TITLES AND DESCRIPTIONS OF SENIOR PROBATION OFFICER TO SENIOR MUNICIPAL PROBATION/COURT REFERRAL OFFICER AND PROBATION OFFICER TO MUNICIPAL PROBATION OFFICER/MONITORING SPECIALIST

WHEREAS, the Opelika Municipal Court ("Municipal Court") desires to modify the job title and job description of Senior Probation Officer to Senior Municipal Probation/Court Referral Officer; and

WHEREAS, Municipal Court desires to modify the job title and job description of Probation Officer to Municipal Probation Officer/Monitoring Specialist; and

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of the Municipal Court; and

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of the Municipal Court.

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

1. That the modification of the job title and job description of Senior Probation Officer to Senior Municipal Probation/Court Referral Officer in the Opelika Municipal Court is hereby approved and authorized by the City Council.

2. That the Job Description for the Senior Probation/Court Referral Officer position, a copy of which is attached hereto as Exhibit "A", is approved.

3. That the modification of the job title and job description of Probation Officer to Municipal Probation Officer/Monitoring Specialist in the Opelika Municipal Court is hereby approved and authorized by the City Council.

2. That the Job Description for the Municipal Probation Officer/Monitoring Specialist position, a copy of which is attached hereto as Exhibit “B”, is approved.

3. That the Municipal Court Clerk/Court Administrator and the Human Resources Director are hereby authorized and directed to modify the organizational chart of the Opelika Municipal Court to implement the changes in personnel as contemplated by this Resolution.

4. That the above-referenced organization chart changes shall become effective immediately upon 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

Senior Municipal Probation/Court Referral Officer
Municipal Probation

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in a professional office environment. The essential function of the position within the organization is to supervise and coordinate operations of Municipal Probation and Court Referral services for the City of Opelika, in compliance with applicable State of Alabama and local laws, court orders, and evidence-based practices. The position is responsible for all duties and responsibilities of the Probation/Court Referral Section to include supervise probation/court referral staff, manage cash reports, client case plans, coordinate substance abuse, mental health, and other rehabilitative services designed to reduce recidivism and improve public safety. The incumbent serves as a liaison between the courts, law enforcement agencies, treatment providers, and community organizations while ensuring clients comply with court-ordered conditions, financial obligations, treatment requirements, and reporting schedules. The position exercises considerable independent judgment and decision-making under the general supervision of the Court Administrator and direct supervision of the Judges.

Minimum Qualifications

- A bachelor's degree from an accredited college or university in criminal justice, criminology, psychology, sociology, or a closely related field is required.
- A valid State of Alabama Driver's License.
- Must be able to obtain and maintain certification as a Court Referral Officer in accordance with the Administrative Office of Courts requirements within 2 years of employment.
- 7 years of progressively responsible experience in probation, parole, court referral, substance abuse treatment, or closely related criminal justice services; supervisory experience preferred.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.

Essential Job Functions

Probation Supervision and Case Management

- Schedules and conducts interviews for the purpose of assessing clients risks and needs.

- Monitor, explain, and enforce conditions of probation. Including reporting requirements, payment schedules, employment or educational requirements, treatment participation, curfews, community service, and other special court ordered conditions.
- Monitor ignition interlock when ordered by the Court.
- Attend revocation hearings and report status of compliance and any violations to the Municipal Court Judge.
- Meet with judges, court administrator, and court clerk whenever necessary to provide and receive information on Court operations.
- Maintain case management records and ensure confidentiality of all client information.
- Develop and maintain community support and collaboration of community partners through a variety of community activities and networks.
- Maintain and foster a professional and positive work environment.
- Supervise clients to ensure compliance with court orders.
- Compose necessary documentation when the client fails to appear in court.
- Attends conferences, seminars and workshops for the purpose of maintaining advanced techniques and certifications.
- Performs other duties as assigned.
- Attend all Municipal Court sessions.

Court Referral and Treatment Coordination

- Evaluate clients for alcohol, drug, mental health, and other treatment services as ordered by the court.
- Coordinate referrals for substance abuse evaluations, counseling, treatment programs, and other rehabilitative services.
- Monitor client participation and progress in treatment programs through communication with service providers.
- Monitor and/or administer urine and alcohol testing to ensure compliance with court orders.
- Maintain knowledge of available community treatment resources and evidence-based intervention practices.

Marginal Job Functions

- Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.
- Requires sedentary work involving moving about the office for brief periods, transporting equipment and files weighing up to 10 pounds, and operating office equipment.
- Performs other duties and responsibilities as assigned by management.
- Regular and predictable attendance is required.

Knowledge, Skills, and Abilities

- Possesses a comprehensive understanding of teamwork and the willingness to demonstrate it.
- Ability to establish and maintain effective working relationships with judges, attorneys, court staff, law enforcement personnel, treatment providers, government agencies, and the public.
- Knowledge of probation best practices, offender supervision, and court referral procedures.
- Knowledge of substance abuse treatment, behavioral health services, and community resources.
- Understand evidence-based practices in offender rehabilitation.
- Ability to assess offender risks and needs and develop appropriate supervision strategies.
- Ability to prepare accurate reports and maintain detailed case documentation.
- Ability to communicate effectively both orally and in writing.
- Ability to supervise, train, and mentor staff.
- Ability to manage multiple priorities in a fast-paced environment.

Employment Policy

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

CITY OF OPELIKA
POSITION DESCRIPTION

Municipal Probation Officer/Monitoring Specialist
Municipal Probation

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in a professional office environment. The essential function of the position within the organization is to supervise court ordered offenders, assist in the monitoring of clients, schedule appointments for the Senior Municipal Probation/Court Referral Officer, administer drug and alcohol tests, coordinate treatment and community-based services, maintain accurate records, collect court-ordered financial obligations and provide administrative support to the department. The position exercises sound judgement and works under the direct supervision of the Senior Municipal Probation/Court Referral Officer.

Minimum Qualifications

- A bachelor's degree from an accredited college or university in criminal justice, criminology, psychology, sociology, or a closely related field is required.
- A valid State of Alabama Driver's License.
- 3 years of related experience in probation, parole, corrections, or closely related criminal justice services is preferred.
- Must be able to obtain and maintain certification as a Monitoring Specialist in accordance with the Administrative Office of Courts requirements within 2 years of employment.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.

Essential Job Functions

Probation Supervision and Offender Monitoring

- Monitor client compliance through scheduled office visits, telephone contacts, electronic communication and monthly reporting.
- Communicate and exchange information with others to inform, explain, and advise clients on the terms and conditions of probation, including office visits, financial payments, education/employment stipulations, treatment programs, curfews and other special conditions ordered by the Court.
- Monitor clients fines, fees and related court costs and ensure that any/all financial obligations are complied with or have been satisfied.

- Monitor chemical dependency, participation in treatment programs and mental health assessments of clients as ordered by the Court through reports and conversations with the Senior Municipal Probation/Court Referral Officer and other individual service providers.
- Arrange for installation and supervision of ignition interlock systems.
- Monitor and/or administer urine and alcohol testing to ensure compliance with court orders.
- Maintains confidentiality of information and professional boundaries.
- Maintains and fosters a professional and positive work environment.
- Interact with clients after sentencing by maintaining monthly communication.
- Assesses and determines clients reporting schedule and payment schedule.
- Coordinate community service, such as referral to appropriate agencies to address specific needs.
- Review client information and case notes; document in the case management system every interaction with the client. This includes in-person conversations, emails, phone calls, drug test results and case activities.
- Attend all Municipal Court sessions and report status of compliance and any violations to the Judge. Make appropriate recommendations. Attend Probation Revocation hearings.
- Prepare Petitions for Revocation hearings and other documents as required.
- Prepare tolling orders and compose necessary documentation for the court magistrate to issue warrants if client violates probation by failing to appear on scheduled court date.
- Assist with monitoring clients enrolled in court referral.

Marginal Job Functions

- Attends internal staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve skills as it pertains to effective probation supervision.
- Gathers information/data to support periodic and special reports documenting activities for area of responsibility.
- Requires sedentary work involving moving about the office for brief periods, transporting equipment and files weighing up to 10 pounds, and operating office equipment.
- Other duties and responsibilities as assigned by management.
- Regular and predictable attendance is required.

Knowledge, Skills, and Abilities

- Possesses a comprehensive understanding of teamwork and the willingness to demonstrate it.
- Ability to establish and maintain effective working relationships with judges, attorneys, court staff, law enforcement, treatment providers, government agencies, and community resources.
- Possesses an understanding of the maintenance and restrictions of confidential information.

- Knowledge of probation best practices, court procedures, and offender supervision.
- Possesses an ability to be dependable and reliable.
- Possesses an ability to multi-task with work assignments and court requests.
- Excellent oral and written communication skills.

Employment Policy

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

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

RESOLUTION NO. _____

RESOLUTION APPROVING EMPLOYMENT CONTRACT WITH KYLE M. BURDETTE AND JEFFREY W. FULLER

WHEREAS, the City of Opelika, Alabama, (the "City") requires the services of part-time Police School Resource Officers; and

WHEREAS, Kyle M. Burdette and Jeffrey W. Fuller have the necessary education, experience, skills and expertise to serve as Police School Resource Officers; and

WHEREAS, the City Council of the City of Opelika desires to employ Kyle M. Burdette and Jeffrey W. Fuller to serve as Police School Resource Officers; and

WHEREAS, the City Council has been provided Employment Contracts between the City and both Kyle M. Burdette and Jeffrey W. Fuller, respectively, and the City Council has determined that the terms of said Contracts are acceptable to the City.

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

1. That the Employment Contracts (the "Contracts") to be entered into between the City and both Kyle M. Burdette and Jeffrey W. Fuller, a copies of which is attached hereto and marked as Exhibit "B" and Exhibit "C", be and the same are 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 Contracts.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contracts in the name of and on behalf of the City of Opelika and the City Clerk is hereby authorized and directed to attest the same.

3. That the compensation to be paid to the part-time Police School Resource Officers shall come from the Unassigned Fund Balance and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

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

MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU" or "Agreement") is entered into by the and between the **OPELIKA CITY BOARD OF EDUCATION** (hereinafter the "Board") and the **CITY OF OPELIKA, ALABAMA,** a municipal corporation (hereinafter the "Municipality"), on this the 25th day of July, 2023.

RECITALS

WHEREAS, the Municipality and the Board recognize and support the need for safe schools and a safe learning environment for our youth; and

WHEREAS, the Board, and the Municipality, have agreed to work together to provide assistance in the establishment of a School Resource Officer (hereinafter the "SRO") Program in the public schools within the City Of Opelika; and

WHEREAS, the Board is desirous of contracting with the Municipality for the performance of law enforcement services by the Opelika Police Department (hereinafter the "OPD"); and

WHEREAS, the City is agreeable to rendering such law enforcement services; and

WHEREAS, the OPD and the Board desire to provide administrative assistance for the SRO Program within the Municipality pursuant to this MOU; and

WHEREAS, the Board, OPD, and Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the SRO Program within the Municipality.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby mutually agree as follows:

PART I. PURPOSE

A. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the OPD and the Municipality, in collaboration with the Board and with administrative assistance and funding from the Municipality and the Board, conduct the School Resource Officer (SRO) Program to provide school administrators and staff with the law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.
B. The SROs perform three different roles while operating inside public schools. They perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law-related and safety classes.
C. The SRO Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the police department will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Opelika High School,

Opelika Middle School, Fox Run School, Northside Intermediate School, Morris Avenue Intermediate School, West Forest Intermediate School, Jeter Primary School, Carver Primary School, Southview Primary School, and Opelika Learning Center. SROs will maintain a presence at all public schools within the Municipality.

D. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and school administrators, the scope of their authority, and the responsibilities of the Opelika City Schools and Opelika Police Department in this collaboration. The success of the program relies on effective communication between police administration, the SRO, the principal, and other key staff members of each organization.
E. The Board and Municipality have agreed to provide administrative assistance to the OPD related to the payments to be made pursuant to this Agreement.

PART II. GOALS

The Opelika Police Department's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the OPD to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work. The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn police officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.
B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.
C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the police department response plan and in the implementation of the plans based on the circumstances.
E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary hearings or law enforcement matters.
F. Provide educational instruction in the areas of crime prevention, safety, conflict resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Opelika City Schools.
G. Reduction in juvenile delinquency.
H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent in a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
K. An improvement in trust, communication, collaboration, and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO and the police department.
2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.
3. Understanding and a cooperative spirit toward law enforcement increase and filter into the community.

4. The SRO Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.
5. The SRO may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.
6. The SRO Unit works with the OPD and other municipal SRO Programs/Community Outreach Units to help network and keep all of our schools as safe as possible.
7. The SRO Unit Supervisor works in partnership with the Opelika City Schools' administrative staff to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III. EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ SROs in public schools within the Municipality pursuant to this MOU. The Board will pay up to Three Hundred Thousand Dollars ($300,000.00) per year for the increased presence of SROs in City schools. The money will go toward the SRO's salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO Programs only, benefits, and insurance. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality.

B. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

C. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

D. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the Opelika City Schools, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervising officer in charge of the SRO Program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of the schools and during lunch periods.

E. The Chief of Police and Superintendent of Opelika City Schools will agree upon the number of SROs to be assigned and distributed throughout the schools within the Municipality. The Chief of Police maintains the authority to recall SROs to regular patrol duties based upon unforeseen staffing shortages or other exigent circumstances.

PART IV. DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn police officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all of the following basic qualifications:
    a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commission as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency;
    b. Shall possess sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board of Education policies and regulations;
    c. Shall be capable of conducting in-depth criminal investigations;
    d. Shall possess an even temperament and set a good example for students; and
    e. Shall possess communication skills that would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).
3. The SRO will stay highly visible throughout the campus of each school and will respond to the law enforcement needs of each school.
4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the police department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency police department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
5. The SRO will provide educational instruction and serve as a mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
6. The SRO's immediate supervisor and chain of command in the police department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Chief of Police, or his designee.
7. The SRO shall wear the police uniform required by the Municipality and operate a marked police cruiser while on duty unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the police department to students and staff.
8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO Program will be approved by the SRO Supervisor and the police department chain of command. Further approval will be sought from the school administration prior to dissemination to students.
9. A Patrol Officer or Officers will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the police department will be accomplished through the use of the SRO Program. However, the SRO's chain of command and ultimate supervision is always within the police department.
11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO Supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus that the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Opelika Police Department chain of command.
12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.
13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.
14. The Municipality will administer, supervise and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.
2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the police officer's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the police department if the SRO is not available. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency police department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
3. Subject to applicable laws, rules, and regulations, the principal and school employees should assist the SRO in gathering evidence related to criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the City School Administration.
4. The school shall provide a work area for the SRO when needed that is appropriate for the situation. This will not be a permanently dedicated work area, but a temporary one. The SRO will be responsible for collecting all contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Police Department. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.
6. The Opelika City Schools shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability to carry out their duties and responsibilities within the public school system.

C. Opelika Police Department & Municipality

1. The Municipality and the OPD shall be considered independent contractors for all purposes under this Agreement, including the performance of services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or employer/employee relationship between the parties. The Municipality retains the sole right and authority to recruit, hire, promote, discharge, determine rates of pay for, establish the terms and conditions of employment of/or direct or control the matter in which its employees and police officers discharge their professional and work duties. The Municipality and OPD retain the sole right and authority to decide and direct which police officers it shall assign as SROs. The Municipality and OPD will be responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation, Social Security taxes, and other benefits for its employees and police officers.
2. The OPD shall have the authority to prepare any forms deemed necessary which shall be completed and subsequently stored by the OPD and/or the Municipality. The Municipality and OPD agree that the Board will have access to all public information, in conformance with the Alabama Public Records Act, which in any way deals with criminal activity. It is further agreed that the Municipality and the OPD will provide to the Board copies of such Incident Reports, Arrest Reports, or other public documents which document or substantiate actual or potential criminal activity in, or connected with, the campus of any school.

D. Opelika City Schools

1. For and in consideration of the rendition of law enforcement services to be performed by the OPD under the Municipality for the Board under this Agreement, the Board shall pay to the Municipality for such services the sum of $300,000.00 per year, payable by the end of the Fiscal Year. The initial term of this agreement shall commence by September 30th, 2023. Thereafter, this Agreement shall automatically renew for an additional one (1) year terms (the "Renewal Terms") at the end of the initial term or any Renewal Term, unless previously terminated as provided herein. The initial term and any Renewal Term are collectively referred to herein as the "Term".
2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V. POLICE INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.
B. The principal or designee shall be notified, as soon as practical, of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.
C. The SRO shall inform the SRO Supervisor along with the Detective Division of the OPD of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI. ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct. The following procedures will be followed when the arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow police department procedures to address the matter.
B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.
C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee (juvenile or adult).

PART VII. SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey* v. *T.L. 0.,* 469 U.S. 325 (1985)).
B. The SRO shall not become involved in administrative (school-related) searches unless specifically requested by the school to provide security, protection, or for the handling of contraband. These searches must be under the direction and control of the school official. At no time shall the SRO request that an administrative search is conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.
C. Any search by an SRO shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII. USE OF DRUG AND GUN DETECTION DOGS

OPD shall, on an as-needed basis and at no additional cost to the Board, provide the services of drug detection dogs trained to locate controlled substances and gun detection dogs capable of detecting firearms on moving people to each of the schools served by the Agreement. If OPD acquires a bomb detector dog, it shall also provide the services of the bomb detection dog to the Board on the same basis. OPD agrees to cooperate with school administrators in scheduling each visit. All dogs must be accompanied by a certified and authorized canine handler who is responsible for the dog's actions. Trained dogs may sniff lockers, desks, bookbags, motor vehicles, other inanimate objects, students and other persons on the school premises. No dogs trained to apprehend suspects or to control crowds will be routinely utilized. However, in emergency situations pursuant to all laws and policies regulating the use of apprehension dogs, they may be used on an "as needed" basis. SROs and canine handlers shall adhere to all OPD policies for using canines.

To the maximum extent allowed by law, the Municipality shall defend, indemnify and save harmless, the Board and its members, officers, officials, agents, employees, students and invitees, from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, penalties, settlements and expenses, including interest and reasonable attorneys' fees that arise in any manner from, in connection with or out of OPD's use of drug, gun and bomb detection dogs and apprehension dogs on school campuses, including, without limitation, injuries and damages sustained as the result of dog bites and scratches.

PART IX. ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.
B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, the release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.
C. When a subpoena for official records, reports, or documents for an administrative school hearing is received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and Chief of Police regarding the case.

PART X. RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERP A").

PART XI. RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenants of the relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendent of any petitions against school students for selected offenses. The administration, in turn, notifies the appropriate school principal in each case.

PART XII. ADDITIONAL TERMS

A. This MOU represents the mutual goals and objectives of the Municipality and the Opelika City Schools for the School Resource Officer Program.
B. Regular meetings shall be conducted between the Municipality and the Opelika City Schools administration.
C. This Memorandum of Understanding shall be effective as of JULY 25, 2023, and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving ninety (90) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.
D. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not a party hereto.

SIGNATURE PAGES TO FOLLOW

OPELIKA POLICE DEPARTMENT

Shane Healey, Chief of Police / 07/19/2023 Date

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shane Healey, whose name as Opelika Police Chief, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of July, 2023.

Joan C. Hussey
Notary Public, Lee County, Alabama

My Commission Expires: 9/14/2024

OPELIKA CITY SCHOOLS,
by and through the Opelika Board of Education

Farrell Seymore, Superintendent / Date 7/25/2023

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Farrell Seymore, whose name as Superintendent of the Opelika City Schools, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Opelika City Schools.

Given under my hand and official seal this the 25 day of July, ~~2022~~ 2023 JH.

Notary Public, Lee County, Alabama

My Commission Expires: December 29, 2025

STATE OF ALABAMA NOTARY PUBLIC SHARON E CANNON MY COMMISSION EXPIRES DECEMBER 29, 2025

CITY OF OPELIKA, ALABAMA

Gary Fuller, Mayor / JULY 19, 2023 Date

ATTEST: Russell Jones, City Clerk

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary Fuller, whose name as Mayor of the City of Opelika, Alabama, and Russell Jones, whose name as City Clerk of the City of Opelika, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this the 19 day of JULY, ~~2022.~~ 2023 JH

Notary Public, Lee County, Alabama
My Commission Expires:

BARBARA J. ARRINGTON MY COMMISSION EXPIRES DECEMBER 3, 2023 NOTARY PUBLIC STATE OF ALABAMA

STATE OF ALABAMA)

EMPLOYMENT CONTRACT

COUNTY OF LEE)

THIS AGREEMENT made and entered into this the 1st day of, November 2026, by and between the **CITY OF OPELIKA, ALABAMA,** a municipal corporation, hereinafter called "Employer", as party of the first part, and **(KYLE M. BURDETTE),** hereinafter called "Employee", as party of the second part.

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

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as a part-time Police School Resource Officer and Employee accepts such employment, subject to the terms and conditions set forth herein. As a Police School Resource Officer, Employee shall perform such duties and assume such responsibilities as set forth in the Memorandum of Understanding between the Opelika Police Department and Opelika City Schools incorporated herein and attached hereto as Exhibit “A”, and any other job responsibilities and duties as may be assigned by the Chief of Police from time to time. Employee hereby accepts and agrees to such employment, subject to general supervision and pursuant to the orders, advice, and direction of the Chief of Police.

Employee agrees to adhere to all the policies, procedures, rules, and regulations promulgated by the Employer. These policies, procedures, rules, and regulations include but are not limited to those set forth within the Personnel Policies and Procedures Manual, departmental rules, department operating procedures, and executive orders of the City of Opelika and Opelika Police Department, as well as the policies and procedures of Opelika City Schools. To the extent that the Employer's policies, procedures, rules, and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

Employee shall be classified as part-time employee and shall not be entitled to benefits except as specifically outlined herein. Employee will normally be scheduled to work only on days, and during the hours that Opelika City Schools are in a normal session. Employee's salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service, or enterprise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections IV and V hereof, this Agreement shall remain in full force and effect for a term of two (2) years nine (9) months beginning on the date on which the Employee reports to work. Either party may, at any time, terminate this Agreement upon thirty (30) days advance prior written notice to the other party.

SECTION III. COMPENSATION.

As compensation for his services, Employer shall pay Employee an annual salary of $52,000, payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law.

SECTION IV. TERMINATION BY EMPLOYER.

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) MISCONDUCT. This Agreement may, at the option of Employer, be terminated immediately by Employer upon the occurrence of any of the following acts:

1) The Employee is being indicted or convicted of any misdemeanor involving moral turpitude, or a felony.
2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Chief of Police, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.
3) Employee having been disciplined by the Employer repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time, be reasonably promulgated.

(C) FAILURE TO MAINTAIN STANDING AS SWORN POLICE OFFICER. Employee represents and warrants at the time of the signing of this Contract and at all times during the term of this Contract that he is a duly sworn police officer certified by the Alabama Peace Officers Standards and Training Commission ("APOSTC") and his privileges as such have not been rescinded, revoked or restricted in any manner. The Employer shall have the right to terminate this Contract immediately in the event of the termination, suspension or nonrenewal of the Employee's certification as a sworn police officer in good standing with APOSTC.

(D) OPTION OF EMPLOYER. Employer may terminate this Agreement, without cause, by giving thirty (30) days advance notice to Employee of its intent to terminate. Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION V. TERMINATION BY EMPLOYEE.

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving thirty (30) days advance notice of his intent to terminate. Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION VI. EMPLOYEE BENEFITS.

Except as provided herein, Employee shall be entitled to all benefits to which a part-time employee may be entitled. It is specifically understood and agreed that the City shall not provide life, accidental death, health, dental, or vision insurance benefits, shall not provide leave time benefits, and shall not provide retirement benefits to the Employee. Employee acknowledges that he shall not be eligible to participate in the Employer's Life and Accidental Death Plan, Health, Dental or Vision Plan, any other group insurance plan or the Employer's retirement plan. The City shall not make any contributions to the Alabama Retirement System on behalf of the Employee. The Employer shall provide workman's compensation insurance and shall pay Social Security and Medicare taxes.

The Employer shall provide and make available for the use of the Employee a motor vehicle, firearm, office space, equipment and supplies which the Employer determines to be reasonably necessary for the proper performance and conduct of the Employee's duties under this Contract.

SECTION VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Chief of Police, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Employee's job description or any other law.

SECTION VIII. SEVERABILITY.

If any term, covenant, or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION IX. ASSIGNMENT.

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION X. GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XI. AMENDMENTS AND AGREEMENT EXECUTION.

This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIII. TIME OF ESSENCE.

Time shall be of the essence with respect to this Agreement.

SECTION XIV. ENTIRE AGREEMENT.

This Agreement (including attachments) supersedes all previous contracts and constitutes the entire agreement between the parties hereto.

SECTION XV. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the City of Opelika has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By:_____

EDDIE SMITH, MAYOR

ATTEST:

_____

RUSSELL A. JONES, CITY CLERK

_____

KYLE M. BURDETTE

STATE OF ALABAMA)

EMPLOYMENT CONTRACT

COUNTY OF LEE)

THIS AGREEMENT made and entered into this the 1st day of November 2026, by and between the **CITY OF OPELIKA, ALABAMA,** a municipal corporation, hereinafter called "Employer", as party of the first part, and **(JEFFREY W. FULLER),** hereinafter called "Employee", as party of the second part.

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

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as a part-time Police School Resource Officer and Employee accepts such employment, subject to the terms and conditions set forth herein. As a Police School Resource Officer, Employee shall perform such duties and assume such responsibilities as set forth in the Memorandum of Understanding between the Opelika Police Department and Opelika City Schools incorporated herein and attached hereto as Exhibit “A”, and any other job responsibilities and duties as may be assigned by the Chief of Police from time to time. Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice, and direction of the Chief of Police.

Employee agrees to adhere to all of the policies, procedures, rules, and regulations promulgated by the Employer. These policies, procedures, rules, and regulations include but are not limited to, those set forth within the Personnel Policies and Procedures Manual, departmental rules, department operating procedures, and executive orders of the City of Opelika and Opelika Police Department, as well as the policies and procedures of Opelika City Schools. To the extent that the Employer's policies, procedures, rules, and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

Employee shall be classified as part-time employee and shall not be entitled to benefits except as specifically outlined herein. Employee will normally be scheduled to work only on days, and during the hours that Opelika City Schools are in a normal session. Employee's salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service, or enterprise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections IV and V hereof, this Agreement shall remain in full force and effect for a term of two (2) years (9) nine months beginning on the date on which the Employee reports to work. Either party may, at any time, terminate this Agreement upon thirty (30) days advance prior written notice to the other party.

SECTION III. COMPENSATION.

As compensation for his services, Employer shall pay Employee an annual salary of $52,000, payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law.

SECTION IV. TERMINATION BY EMPLOYER.

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) MISCONDUCT. This Agreement may, at the option of Employer, be terminated immediately by Employer upon the occurrence of any of the following acts:

1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.
2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Chief of Police, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.
3) Employee having been disciplined by the Employer repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time, be reasonably promulgated.

(C) FAILURE TO MAINTAIN STANDING AS SWORN POLICE OFFICER. Employee represents and warrants at the time of the signing of this Contract and at all times during the term of this Contract that he is a duly sworn police officer certified by the Alabama Peace Officers Standards and Training Commission ("APOSTC") and his privileges as such have not been rescinded, revoked or restricted in any manner. The Employer shall have the right to terminate this Contract immediately in the event of the termination, suspension or nonrenewal of the Employee's certification as a sworn police officer in good standing with APOSTC.

(D) OPTION OF EMPLOYER. Employer may terminate this Agreement, without cause, by giving thirty (30) days advance notice to Employee of its intent to terminate. Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION V. TERMINATION BY EMPLOYEE.

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving thirty (30) days advance notice of his intent to terminate. Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION VI. EMPLOYEE BENEFITS.

Except as provided herein, Employee shall be entitled to all benefits to which a part-time employee may be entitled. It is specifically understood and agreed that the City shall not provide life, accidental death, health, dental, or vision insurance benefits, shall not provide leave time benefits, and shall not provide retirement benefits to the Employee. Employee acknowledges that he shall not be eligible to participate in the Employer's Life and Accidental Death Plan, Health, Dental or Vision Plan, any other group insurance plan or the Employer's retirement plan. The City shall not make any contributions to the Alabama Retirement System on behalf of the Employee. The Employer shall provide workman's compensation insurance and shall pay Social Security and Medicare taxes.

The Employer shall provide and make available for the use of the Employee a motor vehicle, firearm, office space, equipment and supplies which the Employer determines to be reasonably necessary for the proper performance and conduct of the Employee's duties under this Contract.

SECTION VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Chief of Police, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Employee's job description or any other law.

SECTION VIII. SEVERABILITY.

If any term, covenant, or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION IX. ASSIGNMENT.

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION X. GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XI. AMENDMENTS AND AGREEMENT EXECUTION.

This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIII. TIME OF ESSENCE.

Time shall be of the essence with respect to this Agreement.

SECTION XIV. ENTIRE AGREEMENT.

This Agreement (including attachments) supersedes all previous contracts and constitutes the entire agreement between the parties hereto.

SECTION XV. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the City of Opelika has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By:_____

EDDIE SMITH, MAYOR

ATTEST:

_____

RUSSELL A. JONES, CITY CLERK

_____

JEFFREY W. FULLER

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Alabama Council on Human Relations, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed.

2) That Eddie Smith, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Alabama Council on Human Relations, Inc., and retain one copy.

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

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

Attest:

_____
Russell A. Jones, MMC
City Clerk

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

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and Alabama Council on Human Relations, Inc., a 501(c)(3) corporation, hereinafter referred to as "ACHR", on this the 1st day of October, 2026.

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

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

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

   - **Professional Development**: Fund the employer portion of T.E.A.C.H. scholarships for 10 ACHR educators.
   - **Playground Upgrades**: Allocate resources to build or replace playground equipment that supports physical, emotional, and cognitive development.

3. As compensation for the services rendered hereunder, the City agrees to pay to ACHR, for the term of this agreement the sum of $15,000.00 payable in quarterly payments upon approval and execution of this contract.

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

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

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

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

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

Alabama Council of Human Relations, Inc.

BY: _____
Chief Executive Officer

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the American Red Cross – East Alabama Chapter, 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 American Red Cross – East Alabama Chapter and retain one copy.

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

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

Attest:

_____
Russell A. Jones, MMC
City Clerk

STATE OF ALABAMA)
:
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and The American Red Cross Central/East Alabama Chapter, a 501(c)(3) corporation, hereinafter referred to as "Red Cross", on this the 1st day of October, 2026.

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

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

2. During the term of this contract, Red Cross agrees to provide the following services:

    - Local Disaster Preparation, services, and training in Opelika, AL

3. As compensation for the services rendered hereunder, the City agrees to pay to Red Cross, for the term of this agreement the sum of $6,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

8. Red Cross 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. Red Cross 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 Red Cross are performed, but on the contrary, Red Cross 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. Red Cross 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. Red Cross shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.

12. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

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

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

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

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Eddie Smith
Mayor

ATTEST:

Russell A. Jones, MMC
City Clerk

The American Red Cross Central/East
Alabama Chapter

BY: _____
Executive Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith
and Opelika Environmental Services

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CONTRACT FOR ANIMAL SHELTER SERVICES WITH CARE HUMANE SOCIETY, INC.

WHEREAS, §3-7A-7, *Code of Alabama* (1975), requires the City of Opelika, Alabama (the "City") to provide a suitable shelter for the impoundment of all animals found running at large; and

WHEREAS, for many years Care Humane Society, Inc., (the "Society") has assisted the City with its animal control program by housing, tending, administering and disposing of stray and unwanted animals originating within the City; and

WHEREAS, the City desires to contract with the Society for animal shelter services; and

WHEREAS, a proposed CONTRACT FOR ANIMAL SHELTER SERVICES (hereinafter the "Contract") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract.

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

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

2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City and such other ancillary

documents and certificates as may be necessary to effect the purpose and intent of said Contract and to carry out fully the actions contemplated therein on behalf of the City.

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

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

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

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

ATTEST:

_____
CITY CLERK

City of Opelika
Contract Title: Animal Shelter Services

THIS CONTRACT made and entered into by and between **THE CITY OF OPELIKA, ALABAMA,** a municipal corporation, hereinafter referred to as **"CITY,"** and **CARE HUMANE SOCIETY™**, an Alabama non-profit Corporation, hereinafter referred to as **"CARE."**

Business:	CARE Humane Society
Address:	1140 Ware Dr, Auburn, AL 36832
	PO BOX 290, Auburn, AL 36831
Phone:	334.821.3222
Contact:	T.J. McCullough, Executive Director
Email:	Tmccullough@carehumane.org

STATEMENT OF BACKGROUND INFORMATION

CARE has for several years assisted the CITY with its animal control program by housing, tending, administering, and disposing of stray and unwanted animals originating within the City.

The CITY has determined it is in the public interest to enter into this Contract with CARE for such assistance and activities.

PURPOSE OF CONTRACT

WHEREAS, the purpose of this contract is to describe the rights and responsibilities of CARE and the CITY in respect to the provision of animal shelter services to the CITY, which has no animal shelter services of its own; and

WHEREAS, funds for this purpose are authorized through the annual CITY budget and the Opelika City Council authorized this contract on September 15, 2026.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made part hereof, the CITY and CARE mutually agree as follows:

1. **Scope of Work**

   CARE shall independently provide the following Services to the CITY:

   a. CARE shall furnish animal shelter services to the CITY, in a quality equal to those services traditionally provided to the CITY by CARE. Animal shelter services shall include sheltering and holding of canines and felines at facilities operated by CARE, releasing animals to owners, and disposing of animals that are: sick, injured, not deemed adoptable, or for which there is no holding capacity; and not claimed by

owners after the period prescribed by the City ordinance, in a responsible and lawful manner (including adoption or destruction). Disposition of animals shall also include euthanizing before the end of the seven (7) day holding period required by Section 3-7A-8, Code of Alabama (1975) in the event an animal poses a serious risk to other animals in the shelter or to CARE personnel, as reasonably determined by the Executive Director or his/her designee, or as authorized by Section 3-1-8, Code of Alabama (1975); CARE reserves the right to refuse acceptance of all species of animals other than cats and dogs.

b. CARE shall accept animals surrendered by their owners residing within the CITY's limits on an appointment only basis during regular business hours unless otherwise approved by CARE personnel.

c. CARE reserves the right to refuse acceptance of animals from animal control agents after 5:00 p.m.

d. CARE does not accept stray animals from the public after regular business hours. In the event of an emergency outside of CARE's regular business hours such as an arrest, traffic accident, domestic violence incident, etc., law enforcement personnel should contact CARE management for instructions on dropping off any animal(s) needing to be left at CARE's facility.

e. CARE does not accept wildlife.

f. CARE shall provide veterinary care at the discretion of the Executive Director, or his/her designee. Consistent with the *Code of Alabama* any agent of CARE may lawfully destroy, or cause to be destroyed, any animal found abandoned and not properly cared for which may appear in the judgment of two reputable citizens, called by him to view the same in his presence, to be infirm, injured, or diseased past any useful recovery for any useful purpose. CARE shall have a policy and procedure to follow in documenting to euthanize and a procedure to follow in attempting to reach the owner. CARE may recover the costs from the owner of the animal, if identified, for such veterinary treatment.

g. CARE does not accept animals seized for abuse, cruelty, neglect, or in connection with any other similar alleged criminal violation related to animal welfare ("Case Animals") until such animals have been released to the custody of the CITY and all required medical treatment of the animal(s) has been completed.

h. Impounded animals not redeemed by the owner within seven (7) days after impoundment may be processed for adoption or disposed of by CARE.

i. Any feral cats will be brought to CARE in a squeeze cage. Once the cat has been secured by CARE staff, the squeeze cage will be made available for pickup by the CITY.

j. CARE further reserves the right to refuse any animal if the animal shelter is at maximum capacity. The Executive Director or his/her designee, shall have the authority to make such determination. The Executive Director shall give prompt notice to the City that the shelter has reached capacity and shall redirect any Opelika animals to the City's secondary animal shelters (i.e. Bruce Enterprises and Opelika Animal Hospital).

k. CARE shall secure, at its own expense, all personnel necessary to carry out its obligations under the Contract. Such personnel shall not be deemed to be employees of the City.

2. **Compensation**

a. In consideration of CARE performing the Services, the CITY agrees to pay to CARE the Contract sum of $143,779.00 to perform the duties and obligations set forth herein during budget year October 1, 2026, through September 30, 2027, with said annual Contract sum to be paid as follows: A payment of $11,981.58 shall be made on or before the 15th day of each month, with the first installment due on or before October 15, 2026, and ending with the final payment on or before September 15, 2027.

b. CARE shall utilize said sums only to provide animal sheltering services hereunder.

c. CARE shall keep and maintain books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the CITY at all reasonable times and places.

1. CARE shall have an annual audit conducted by an independent public accounting firm qualified to perform audits of non-profit organizations. The audit shall be conducted in accordance with generally accepted auditing standards.

2. A copy of CARE's audited annual financial statements shall be submitted to the City as provided in subsection (c)(1) above.

3. **Reports.**

CARE shall submit to the City on or before the 15th day of each month the following monthly reports for the preceding month:

a. Activity Report (including record owner, address, phone number or person turning in stray)

b. Intakes by Type Report (stray, returns, etc.)

c. Intakes by Jurisdiction Report (Auburn, Opelika, Lee County, etc.)

d. Outcomes by Type Report (i.e. adoption, euthanasia, etc.)

4. **Quarterly Meetings.**

The parties mutually agree that the President of CARE or his/her designee and the Director of the Solid Waste Division of the City of Opelika or his/her designee shall meet quarterly to:

a. review monthly reports

b. discuss any issues

c. review number of adoptions and euthanizations

d. review the length of stay for each adopted or euthanized animal

5. **Conditions of Contract**

a. CARE shall not have the right, authority or power to sell or assign this contract or the powers granted to it or any interests therein, to any other person or party without the consent of the CITY.

b. CARE shall be solely responsible for the security and health of the animals released to it by the CITY and shall be solely responsible for any escaped animals or any illness of or injury to said animals while they are in the custody of CARE.

c. CARE agrees to provide Worker's Compensation, Property Damage and Public Liability insurance in terms and amount satisfactory to the CITY. CARE shall provide the CITY with a certificate of insurance showing it carries the insurance coverage as detailed in Exhibit A. CITY will be named as additional insured.

d. The City and CARE will provide assistance to each other whenever possible.

e. This contract shall become effective on October 1, 2026, and shall be in effect for one year until September 30, 2027.

f. This contract may be terminated without cause by either party upon forty-five (45) days advance notice in writing to the other party.

g. This contract may be terminated if any party fails to cure any breach of its obligations hereunder within thirty (30) days of receiving written notice to do so. Written notice of breach should be provided promptly allowing opportunity to cure before issuing thirty (30) days written notice.

h. In the event of fire, wind, water damage, or any other damage to the facilities to CARE, reasonably beyond the control of CARE, which render CARE unable to perform its duties hereunder ("force majeure event"), CARE shall not be legally obligated to perform services under this contract, provided it promptly (in any event, within not less than fifteen days) provides notice to the CITY of the occurrence of such force majeure event. CARE shall seek diligently and in good faith to overcome or remove such uncontrollable circumstances. The City shall be excused from making any monthly payment required under Section 2 for any period of time that CARE is unable to perform its obligations hereunder as the result of an uncontrollable circumstance. If such period of nonperformance is less than one month, the monthly payment shall be prorated for the duration of the uncontrollable circumstance.

i. CARE shall defend, indemnify, and hold the City and its officers, officials and employees from any and all claims, injuries, damages, losses, causes of action, or suits, including attorney's fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the negligence of the City.

j. Other than as set forth in this Contract, this Contract shall not confer any rights or remedies upon any person other than the Parties and their respective successors or permitted assigns.

k. The Parties agree that this is not a joint venture or partnership and that neither party shall have the authority to bind or incur liability for the other. In connection with performing services under this Contract, CARE shall be an independent contractor for the City and neither CARE nor its employees shall under any circumstances be considered employees, servants or agents of the City. The City shall not be responsible for any negligence, misconduct or wrongdoing by CARE or its employees, servants or agents while performing under this Contract.

l. The governing law of this Contract shall be the law of the State of Alabama.

m. In case one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and in the event any such provision is held to be invalid, illegal or unenforceable, the Parties shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near an economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

n. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart.

o. This Contract constitutes the entire agreement between the Parties hereto and supersedes any prior understandings, agreements or representations by or between the Parties hereto whether written or oral, to the extent that they relate to the subject matter.

p. It is the intention of the Parties that the commitments and obligations set forth herein shall be binding upon the Parties hereto and their respective successors or permitted assigns.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by those individuals duly authorized on this the _____ day of _____ 2026.

ATTEST: THE CITY OF OPELIKA, ALABAMA

_____ _____

Its City Clerk Its Mayor

ATTEST: CARE HUMANE SOCIETY

Its Secretary

Its President

Exhibit A

Liability Insurance.

CARE shall provide and maintain during the life of the contract, General Liability Insurance, Automobile Liability Insurance, Umbrella Liability Insurance and Workers' Compensation Insurance in the following amounts:

1. General Liability Insurance - $1,000,000.00 per occurrence or claim, $1,000,000.00 personal and advertising injury, $2,000,000.00 general aggregate and $2,000,000.00 products/completed operations aggregate. If coverage is written on a claims-made basis, it will be kept in effect for a period of two (2) years following the expiration of this agreement.
2. Automotive Liability Insurance - $1,000,000.00 combined single limit.
3. Workmen's Compensation Insurance that provides statutory workers' compensation benefits for all its employees and Employers' Liability Coverage with limits of, at a minimum, $1,000,000.00 each accident, $1,000,000.00 disease – each employee and $1,000,000.00 accident, $1,000,000.00 disease – policy limit.
4. Umbrella Liability (over all of the above, plus Workers Compensation) - $2,000,000.00 per occurrence or claim and $2,000,000.00 aggregate.
5. The General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability insurance policies shall name CITY as additional insured and the insurer will not cancel or decrease the insurance coverage without first giving the CITY thirty (30) days written notice. CITY reserves the right to modify required coverages in the future if conditions warrant, including higher liability limits and/or broader coverage. In the event CITY exercises this right, CARE may seek a price increase in accordance with the terms of this agreement. CARE's insurance is primary.
6. CARE will be responsible for the payment of any deductibles or self-insured retentions required in the insurance policies listed in this Exhibit.

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Christian Care Ministries (CCM), 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 Christian Care Ministries, 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 Christian Care Ministries, a 501(c)(3) corporation, hereinafter referred to as "CCM", on this the 1st day of October, 2026.

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

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

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

   - Distribution of food and clothing.
   - Hot Meals through the Community Kitchen.
   - Clothes Distribution.

3. As compensation for the services rendered hereunder, the City agrees to pay to CCM, for the term of this agreement the sum of $2,500.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

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

Christian Care Ministries

BY: _____
President

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Christian Women's Job Corps of Lee County, 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 Christian Women's Job Corps of Lee County 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 Christian Women's Job Corps of Lee County, a 501(c)(3) corporation, hereinafter referred to as "CWJC", on this the 1st day of October, 2026.

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

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

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

   - Provide life and employment skills to women.
   - Provide English and American culture to international women.

3. As compensation for the services rendered hereunder, the City agrees to pay to CWJC, for the term of this agreement the sum of $1,500.00 payable in lump sum upon approval and execution of this contract.

4. CWJC shall maintain records as to all costs and expenses incurred in performing the services listed above. CWJC shall provide the City, upon written request by the City to CWJC, a full and accurate accounting, with such detail as the City may reasonably require, of all expenditures incurred by CWJC in performing such services. CWJC shall furnish to the City copies of invoices relating to such expenditures. CWJC will also retain all records related to Program Funding until October 1, 2027.

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

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

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

8. CWJC 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. CWJC 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 CWJC are performed, but on the contrary, CWJC 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. CWJC 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. CWJC 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 16 day of September, 2026.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Eddie Smith
Mayor

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

Christian Women's Job Corps of Lee County

BY: Neeley Caldwell
Executive Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the 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, 2026.

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

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

2. During the term of this contract, 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 $15,000.00 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, 2028.

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

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and Esperanza House, 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 Esperanza House, 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 Esperanza House, a 501(c)(3) corporation, hereinafter referred to as "EH", on this the 1st day of October, 2026.

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

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

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

    - Provide free of charge tutoring program.
    - Based on attendance to the tutoring program, the families will be provided with:
        1. monthly food boxes
        2. utility/rental assistance
        3. medical/dental assistance
        4. back to school supplies
        5. financial assistance within extracurricular activities

3. As compensation for the services rendered hereunder, the City agrees to pay to EH, for the term of this agreement the sum of $7,500.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

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

Esperanza House

BY: Odalys Silvera
Executive Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and Frazelma Teaching Parents, LLC, 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 Frazelma Teaching Parents, LLC 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 Frazelma Teaching Parents, LLC, an Alabama limited liability company, hereinafter referred to as "FTP", on this the 1st day of October, 2026.

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

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

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

   - Provide the City of Opelika with one 120-minute Parenting Workshop per month for one year (Oct 2026 thru September 2027).
   - Presenters for these parent coaching sessions will include (but not limited to) Parenting911 Coach, Frazelma Lynn.
   - Provide handouts and other materials needed for sessions, including Certificate of Completion after one year of attendance.

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

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

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

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

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

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

Frazelma Teaching Parents, LLC

BY: _____
Executive Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT BETWEEN THE CITY OF OPELIKA AND AUBURN OPELIKA HABITAT FOR HUMANITY

WHEREAS, the City lacks an adequate supply of affordable housing; and

WHEREAS, Auburn Opelika Habitat for Humanity ("Habitat"), a qualified non-profit organization, has a proven track record of constructing affordable, owner-occupied housing units in Lee County, Alabama; and

WHEREAS, Habitat possesses the organizational capacity to perform all necessary due diligence and project management services, including, but not limited to, housing design, construction and sale; and

WHEREAS, Habitat oversees voluntary work crews and affords private contractors the opportunity to participate in the construction of housing units; and

WHEREAS, Habitat's goal is to construct three (3) owner-occupied units over the next one (1) year period; and

WHEREAS, §11-96A-3, *Code of Alabama,* authorizes the governing body of any municipality to expend monies and to enter into contracts and agreements to provide accommodations for low and moderate-income persons; and

WHEREAS, the City desires to appropriate funds to Habitat to provide affordable housing for low and moderate-income residents of the City of Opelika; and

WHEREAS, a proposed Funding Agreement (the "Agreement') between the City and Habitat has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the appropriated funding for the Agreement is available in the FY2026-2027 General Fund Budget.

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

1. That the proposed Funding Agreement (the "Agreement") between the City and Habitat, a copy of which is attached hereto and marked as Exhibit "A", providing $250,000 to Habitat to construct single-family residential houses to be sold to low or moderate-income households, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as

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

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

3. That the City Council hereby declares and determines that said expenditure of public funds serves a public purpose by providing accommodations in the City of Opelika for low and moderate-income persons.

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

5. That the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution, and the City Clerk is hereby authorized to prepare appropriate documents so that appropriated funds may be transferred to Habitat.

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

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

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

ATTEST:

_____
CITY CLERK

AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND AUBURN OPELIKA HABITAT FOR HUMANITY

THIS AGREEMENT ("Agreement") is entered into by and between the City of Opelika, Alabama, a municipal corporation of the State of Alabama, (hereinafter referred to as the "City"), and Auburn Opelika Habitat for Humanity, an Alabama non-profit corporation (hereinafter referred to as "Habitat").

RECITALS

WHEREAS, the City lacks an adequate supply of affordable housing; and

WHEREAS, the City desires to promote the development of affordable, owner-occupied housing; and

WHEREAS, Habitat, as a qualified non-profit organization, has a proven track record of constructing affordable, owner-occupied housing units in Lee County, Alabama; and

WHEREAS, Habitat possesses the organizational capacity to perform all necessary due diligence and project management services, including, but not limited to, housing design, construction and sale; and

WHEREAS, Habitat oversees voluntary work crews and affords private contractors the opportunity to participate in the construction of housing units; and

WHEREAS, Habitat's goal is to construct three (3) owner-occupied units over the one year term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term.

This Agreement is effective upon full execution by both parties and ends on September 30, 2027, unless terminated earlier in accordance with this Agreement.

Section 3. Scope of Services.

Habitat agrees to build within the City limits of Opelika, Alabama, during the term of this Agreement three (3) single-family residential houses to be sold to eligible low or moderate-income households. The applicant homeowners must be residents of the City (must live within the City limits) and satisfy the set income eligibility requirements established by the United States Department of Housing and Urban Development (HUD). A household consists of all individuals living in the home, regardless of whether they are related by blood, marriage, or adoption. The income eligibility of participating persons is determined by combining the gross annual income of all adult members (typically age 18 and older) who reside in the household. To qualify for Habitat projects funded by local government grants, the total household income cannot exceed HUD's established limits—which are capped at 80% of the Area Median Income (AMI), adjusted by the total number of household members. Live-in aides, foster children, and foster adults shall be counted to determine the size of the home needed, but their incomes are generally excluded from the household eligibility calculation under HUD guidelines. Proof of income must be submitted as part of the application process. Habitat will obtain the required City permits for all home construction. Habitat will notify the City within five (5) working days of the completion of any home constructed pursuant to this agreement.

Habitat will assign staff with knowledge and training in the development of affordable housing units to perform the following general duties:

- Coordinate projects
- Develop and manage project budgets
- Conduct working efforts for the sale of each unit
- Provide or coordinate homebuyer training courses and manage the application process for prospective buyers
- Obtain land use and building permits required for site development
- Prepare all necessary contracting documents
- Oversee the contractor selection and award process
- Collect necessary documentation from selected contractor per contract term
- Manage construction from design, site preparation to occupancy of the units
- Perform routine progress meetings on-site as required
- Maintain submittal and process documents
- Serve as single point of contact to City, contractor and key stakeholders
- Ensure that land use/building permit and contract terms are satisfied
- Provide regular progress updates to the City
- Coordinate activities for sale of homes

Section 4. Compensation.

The City agrees to provide financial assistance to Habitat in an amount not to exceed $250,000. The funds must be spent to develop and construct affordable housing in accordance with the provisions of Section 2 above. All payments made pursuant to this Agreement shall be on a reimbursement basis. In order to obtain reimbursement for expenditures, Habitat must file with the City its request for reimbursement and any other information to justify and support the

payment request with valid documentary evidence in support thereof. Reimbursement requests may be submitted as frequently as monthly. The City shall verify all documentation received prior to expending funds under this Agreement and may request additional documentation if needed. Payment of funds to Habitat is subject to all the following requirements, which shall be conditions precedent to payment:

(a) That Habitat has expended funds for eligible approved expenditures;
(b) That Habitat is not in default of any material provision of this Agreement nor applicable law or regulation;

(c) That Habitat has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by the City.

The aggregate of all payments shall not exceed $250,000.

The City shall not be liable to any vendor, supplier, contractor or subcontractor for any expenses or liabilities incurred in connection with any project under this Agreement and Habitat shall be solely liable for notifying every vender of this provision and or payment of such expenses and liabilities. The maximum reimbursement for any house shall be limited to $83,333.33. Any funds that are not expended as authorized under this Agreement must be refunded to the City within fourteen (14) days of receipt of written notice provided by the City.

Section 5. Maintenance and Review of Records.

Habitat shall maintain all records as to services provided, reimbursable expenses incurred in performing the scope of services, property records, personnel records, contractual agreements, memoranda of understanding, contracts, subcontracts, proof of insurance and any other records relating to or resulting from the Agreement to assure the proper accounting and monitoring of all funds awarded and shall maintain records required by the City for a period of five (5) years. If any litigation, claim, audit, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

Section 6. Monitoring.

The City shall have the right to monitor and evaluate the progress and performance of Habitat to assure that the terms of this Agreement are being satisfactorily fulfilled. The City shall at least review quarterly Habitat's performance using on-site visits, progress required to be submitted by Habitat's audit findings, a contact with Habitat as necessary. Habitat shall furnish to the City quarterly progress and financial reports of its activity in such form and manner as may be requested by the City. Habitat agrees to permit persons duly authorized by the City to inspect all records, papers and documents of Habitat related to this Agreement to assure the satisfactory performance of the terms and conditions of this Agreement.

Section 7. Audits.

The City may perform an audit of the records of Habitat at any time during the term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits will be performed at a time mutually agreeable to Habitat and the City. While conducting an audit of Habitat's performance under this Agreement, the City must use generally accepted government 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, Habitat will be liable for reimbursement to the City of all funds not spent in accordance with applicable regulations, and this Agreement, within fourteen (14) days after the City has notified Habitat of such non-compliance.

Section 8. Indemnification.

Habitat shall release, indemnify, hold harmless and defend the City, its officers, officials, employees and agents, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, death, sickness, property damage, loss of monies, or other loss allegedly caused or incurred, in whole or in part, as the result of any negligent, wrongful or intentional act or omission, or based on any act of fraud or defalcation or any breach or covenant of this Agreement or applicable law by Habitat, its officers, directors, agents, subcontractors, assigns, heirs or employees resulting from or arising out of Habitat's performance or failure to perform this Agreement. The provisions of this section shall survive the termination of this Agreement.

Section 9. Insurance.

(a) Habitat shall procure and maintain during the term of this Agreement commercial general liability insurance coverage for bodily injury, death, sickness, personal injury and property damage, subject to limits of not less than $1,000,000 per person and $2,000,000 per occurrence. Habitat shall provide a certificate of such insurance to the City. The certificate shall name "the City of Opelika, Alabama, its agents, employees, and public officials" as "additional insured".

(b) Habitat shall comply with all State of Alabama workers' compensation laws encompassing all operations contemplated by this Agreement.

Section 10. Compliance With Laws.

Habitat shall comply will all applicable federal, state and local rules and regulations in performing this Agreement.

Section 11. Termination.

This Agreement may be terminated by Habitat or the City at any time, for cause, upon not less than ten (10) days prior written notice delivered to the other party. Cause for termination

shall include any material failure by either party to comply with any term of this Agreement. The City will not be obligated to pay for costs incurred by Habitat after Habitat has received notion of termination.

Section 12. Discrimination.

Habitat shall not discriminate against any person in the performance of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

Section 12. Independent Contractor.

Habitat acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of the City. In no event shall any provision of this Agreement make the City liable to any person or entity that contracts with or provides goods or services to Habitat in connection with this Agreement. There is no contractual relationship, either express or implied, between the City and any person or entity supplying any work, labor, services, goods or materials to Habitat as a result of this Agreement.

Section 13. Governing Laws; Venue.

This Agreement and the terms and conditions thereof shall be governed by the laws, rules and regulations of the State of Alabama, and venue shall be in Lee County, Alabama.

Section 14. Public Records Law.

This Agreement, including attachments, are subject to disclosure under Alabama's public records law, subject to limited applicable exemptions. Habitat acknowledges, understands and agrees that all information regarding this Agreement may be disclosed, without any notice to Habitat, if a public records request is made for such information and the City will not be liable to Habitat for such disclosure.

Section 15. Assignment.

This Agreement may not be assigned nor subcontracted, in whole or in part, without the prior written consent of the City.

Section 16. Disclaimer of Third-Party Beneficiaries.

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Headings.

Section headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any terms of this Agreement.

Section 18. Survivability.

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 19. Modification.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the City and Habitat expressly for that purpose.

Section 20. Entire Agreement.

It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations and previous agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City and Habitat, respectively, have caused this Agreement to be executed by their respective representatives.

THE CITY OF OPELIKA, ALABAMA,
a municipal corporation,

By:_____
EDDIE SMITH,
ITS: MAYOR

ATTEST:

_____
RUSSELL A. JONES, MMC
CITY CLERK

AUBURN OPELIKA
HABITAT FOR HUMANITY,
An Alabama non-profit corporation,

By:_____
MARK GRANTHAM
ITS: EXECUTIVE DIRECTOR

STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and official seal of office this the ___ day of _____, 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 **MARK GRANTHAM**, whose name as Executive Director of **AUBURN OPEIKA HABITAT FOR HUMANITY**, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer 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:_____

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the One Voice Shelter Coalition, 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 One Voice Shelter Coalition, 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 One Voice Shelter Coalition, a 501(c)(3) corporation, hereinafter referred to as "OVSC", on this the 1st day of October, 2026.

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

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

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

   - Provide services for women with and without children that need shelter.
   - Provide services up to six months, allowing the individuals' time to secure permanent housing.
   - Provide educational programs, computer skills, mentorships, job training through a partnership with Southern Union, and others skills as needed to become a contributing member of society.

3. As compensation for the services rendered hereunder, the City agrees to pay to OVSC, for the term of this agreement the sum of $7,500.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

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

One Voice Shelter Coalition

BY: _____
President

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

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

2) That Eddie Smith, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Opelika Industrial Development Authority 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

LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as “City”, and the Opelika Industrial Development Authority, a corporation organized and existing under the provisions of Chapter 92A, Title 11, Code of Alabama (1975) and hereinafter referred to as “Authority”, as of this the 1st day of October 2026.

In consideration of the agreements herein contained, it is understood between the parties that the City will furnish funding and space as hereinafter provided and the Authority will provide the following services for or on behalf of the City.

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2026, and ending September 30, 2027; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.

2. The Authority agrees that it will provide the City the following services as its part of the overall agreement with the City of Opelika:

(a) Assist the City Economic Developer, hereinafter called Economic Developer, in managing and developing Fox Run Business Park, the Northeast Opelika Industrial Park, and the Opelika Innovation and Technology Park, all of which are owned by the Opelika Industrial Development Authority.

(b) Assist the Economic Developer of the City of Opelika in providing financial assistance and administrative or managerial guidance when needed.

(c) Assist the Economic Developer in coordinating the relationship between the Authority and the City, as he/she seeks, discovers, attracts, and promotes new and expanding businesses within or close to the City of Opelika.

(d) Assist the Economic Developer in directing and guiding a professionally qualified staff in promotion and carrying out a city-wide economic and industrial development program.

(e) Participate and coordinate with the Economic Developer and the designated research person in gathering up-to-date information, doing necessary research, distributing information and data to be used as advertisements and presentations to manufacturing, commercial and other business prospects.

(f) Cooperate and coordinate with the Economic Developer and with the City department heads in developing and preparing maps, charts, photos, topo-maps, facilities, brochures, reports and other documents as necessary and required adequately to promote new and expanding industry.

(g) For the mutual economic and industrial development of the City, the Authority will maintain contacts with, and coordinate and work closely with, other agencies of the City, County, and State having similar purposes, such as the Alabama Department of Commerce, the Economic Development Partnership of Alabama, the economic development departments of public and private utilities, local, area and regional planning and development agencies, other industrial development boards or authorities, railways, the state highway department, airlines, water transportation authorities, and other development organizations, including The Economic Development Council, and other similar groups, organizations and agencies.

(h) Periodically assist the Economic Developer in advising the Mayor and City Council of local, state, regional and national trends in economic development.

(i) Assist the Economic Developer of the City of Opelika in providing a timely response to all calls, letters and inquiries which particularly relate to the industrial prospects of the City of Opelika and its facilities for economic expansion and development.

(j) Assist the Economic Developer and Mayor in the public relations effort for the City insofar as it relates to the economic development of the City of Opelika.

(k) Counsel with and assist new or expanding businesses and industries who are interested in moving into this area or expanding existing facilities already within this area.

(l) Cooperate with the Economic Developer of the City of Opelika and its staff in fostering and promoting the City.

3. As compensation for the services to be rendered by the Authority, the City agrees to pay or provide funds with which to pay the Authority during the fiscal year commencing October 1, 2026, the sum of Two Hundred Thousand and 00/100 dollars ($200,000.00) payable in equal quarterly installments on the 1st Friday of the quarter during said annual term commencing October 1, 2026.

4. Notwithstanding any of the provisions of this agreement, it is understood and agreed that the City has no financial responsibility in the business or the affairs of the Authority, and the City shall not be liable for any debts or obligations incurred by the Authority nor shall it be deemed or construed to be a partner, joint venturer, or participant in or with any of the indebtedness incurred by the Authority in connection with its industrial revenue financing for industry.

5. The Authority shall not have the right to transfer or assign any of the obligations of the Authority to the City evidenced by this agreement.

6. The Authority shall comply strictly with the laws of the State of Alabama in performing its duties hereunder and in carrying out its activities as the issuer of industrial revenue bonds.

7. The Authority agrees and understands that upon violation of any of the covenants and agreements herein contained on its part, or on account of any act or omissions on its part, the City may at its option terminate and cancel this agreement.

8. The City shall provide office space located within the City Hall in the Economic Development Department at which it is understood the Industrial Development Authority may transact its business and hold its meetings.

9. The Authority agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office. Prohibited political activities shall include, but not be limited to the following:

(a) Use of its influence for the purpose of interfering with or affecting the results of elections or the nominations of persons for office.

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

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

10. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter herein contained, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing and signed by both parties.

11. Subject to the provisions regarding assignment, this agreement shall be binding upon the parties and their respective successors and assigns.

12. This agreement shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ___DAY OF _____, 2026.

CITY OF OPELIKA, ALABAMA

BY_____ITS MAYOR

(SEAL)

ATTEST:

BY_____ITS CITY CLERK
Russell Jones

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

BY_____ITS CHAIRMAN
David Scott

(SEAL)

ATTEST:

BY_____ITS SECRETARY
John Sweatman

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Sound Wall Music Initiative, 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 Sound Wall Music Initiative, 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 Sound Wall Music Initiative, a 501(c)(3) corporation, hereinafter referred to as "SWMI", on this the 1st day of October, 2026.

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

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

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

    - Provide services dedicated to promoting and celebrating the art of music in Opelika.
    - Provide services promoting tourism in Opelika.
    - Provide an annual event bringing musical artists and fans from across the country to downtown Opelika (Songwriter's Festival).
    - Provide other musical community events, workshops, and master classes.

3. As compensation for the services rendered hereunder, the City agrees to pay to SWMI, for the term of this agreement the sum of $15,000.00 payable in lump sum upon approval and execution of this contract.

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

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

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

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

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

Sound Wall Music Initiative

BY: _____
Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Alabama Cooperative Extension System, 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 Alabama Cooperative Extension System 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 Auburn University, by and through The Alabama Cooperative Extension System, hereinafter referred to as "EXTENSION", on this the 1st day of October, 2026.

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

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

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

   - Provide the City with Educational Resources that are Researched Based information that is accessible to all Opelika citizens.
   - Invite all citizens to attend programs in the areas of financial money management, forestry, wildlife and natural resources, family and child development programs, horticulture, food safety, food preservation, human and diet nutrition, and forages.
   - Programs are typically open to the public and/or in partnership with local agencies.
   - In addition, the Opelika City Schools System receives Nutrition Education, 4-H and Youth Development, and access to any community or special interest 4-H clubs.
   - The Lee County office is the host site for Master Gardeners. Master Gardeners provide public programs and workshops, keep up community gardens, provide educational grants, garden tours, and host a course every year to educate new members.

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

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

copies of invoices relating to such expenditures. EXTENSION will also retain all records related to Program Funding until October 1, 2028.

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

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

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

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

Auburn University, by and through
The Alabama Cooperative Extension System

BY: _____
Contract Officer

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

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

1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Victorian Front Porch Christmas Tour of Opelika, 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 Victorian Front Porch Christmas Tour of Opelika 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 Victorian Front Porch Christmas Tour of Opelika, a 501(c)(3) corporation, hereinafter referred to as "VFPCT", on this the 1st day of October, 2026.

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

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

2. During the term of this contract, VFPCT agrees to provide the following services for the Opelika community:

   - Display Christmas-themed figures at historic homes along North 8th and 9th Streets.
   - Decorate yards and structures within the Northside Historic District that includes over ten City blocks.
   - Plan, implement and coordinate walking and automobile tours during the Victorian Front Porch Event.

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

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

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

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

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

8. VFPCT 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. VFPCT 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 VFPCT are performed, but on the contrary, VFPCT 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. VFPCT 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. VFPCT 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 29th day of September, 2026.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Eddie Smith
Mayor

ATTEST:

_____
Russell A. Jones, MMC
City Clerk

Victorian Front Porch Christmas Tour of Opelika
A non-profit corporation

BY: _____
Executive Director

ATTEST:

_____
Witness

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO OPELIKA BOARD OF EDUCATION GENERAL FUND

WHEREAS, the Board of Education for the City of Opelika ("Opelika City Schools") partners with stakeholders to provide a broad curriculum preparing learners for college or career in a competitive global society; and

WHEREAS, the mission of Opelika City Schools is to educate every child every day; and

WHEREAS, in 2020, Opelika City Schools, in partnership with the City of Opelika, instituted a new Pre-K Program

WHEREAS, the City of Opelika, Alabama (the "City") wishes to support Opelika Schools in its mission to educate the students of the City; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of $310,000 from the Unassigned Fund Balance to the Opelika Schools General Fund.

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

1. That there is hereby approved from Unassigned Fund Balance a special appropriation in the amount of $310,000.00 for the purpose of supporting Opelika City Schools in their mission to educate students in the City of Opelika.

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

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate

purchase orders up to the sum of $310,000.00 to carry into effect the intent of this Resolution.

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

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

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

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

ATTEST:

_____
CITY CLERK

Kevin Davis
Superintendent
Russ Hardwick
Deputy Superintendent
Pam Fourtenbary
Assistant Superintendent
Chris Harrison
Chief Financial Officer

OPELIKA CITY SCHOOLS

Board of Education
J. Kevin Royal, M.D.
Chairman
Antione T. Harvis
Patsy Boyd Parker
Tipi Miller
Pearson Alsobrook

September 2, 2026

Eddie Smith
Mayor, City of Opelika
Opelika, Alabama

Dear Mayor Smith:

On behalf of Opelika City Schools, I am writing to respectfully request the continuation of the **$310,000 allocation from the City of Opelika to support our First Class Pre-K program for the 2026–2027 school year**. The City has generously provided this level of funding for our Pre-K program for several years, and this continued support has been instrumental in allowing us to maintain a high-quality program for Opelika's youngest students.

First Class Pre-K continues to be one of the most important investments we can make in the future of our children and our community. Providing students with access to a high-quality early childhood education gives them a stronger foundation as they enter kindergarten and helps us address academic needs at the earliest possible point.

While the State of Alabama provides funding for our First Class Pre-K classrooms, the state allocation does not cover the full cost of properly staffing and operating the program within Opelika City Schools. **For several years, the City's $310,000 allocation has helped bridge this gap between state funding and the actual cost of operating our Pre-K program.** Continuing this allocation will allow us to provide the staffing, resources, and support necessary to maintain the quality of the program our students and families have come to expect.

Without the City's continued assistance, Opelika City Schools would be required to absorb this difference from other local or district funds, potentially taking resources away from other instructional and operational priorities. The City's investment allows us to maintain a strong Pre-K program while protecting resources needed throughout the rest of the school system.

I greatly appreciate the longstanding partnership between the City of Opelika and Opelika City Schools. The City's commitment to this program over the past several years is a great example of what can be accomplished when our city and school system work together for the benefit of Opelika's children. I believe investing in children at this early age is not only an investment in Opelika City Schools, but an investment in the long-term success of our entire community.

Thank you for your consideration of continuing the **$310,000 allocation for Opelika City Schools' First Class Pre-K program.** We sincerely appreciate the City's past support and look forward to continuing this important partnership.

Sincerely,

Dr. Kevin Davis
Superintendent
Opelika City Schools

P.O. Box 2469 Opelika, AL 36803-2469 P: 334-745-9700 F: 334-745-9706

Sponsored by: Mayor Eddie Smith
and the Code Compliance Department

RESOLUTION NO. _____

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

120 Chester Ave; Parcel # 43-10-03-05-3-000-058.000

==========

WHEREAS the weed nuisance growing upon or in front of the property located at 120 Chester Ave, 058.000 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 120 Chester Ave copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, on October 6 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 $181.96 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 120 Chester Ave Parcel no. 058.000, 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 43-10-03-05-3-000-058.000 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: 9/23/2026

To: Rachel W Dean & Tiffany W Dortch
300 N Dean RD SUITE 5 BOX 145
Auburn, AL 36831

Parcel # 43-10-03-05-3-000-058.000

On 7/15/2026 , 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 9/9/2026 . 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:	$160.00
Certified Mail:	$ 21.96
Regular Mail:	$
Total:	$ 181.96

Sponsored by: Mayor Eddie Smith
and the Code Compliance Department

RESOLUTION NO.

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

606 Dogwood Ave.,; Parcel # 10-04-18-3-001-080.000

==========

WHEREAS the weed nuisance growing upon or in front of the property located at 606 Dogwood Ave.,, Parcel # 10-04-18-3-001-080.000 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 Parcel # 080.000 a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, on October 6th 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 $441.35 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 606 Dogwood Ave Parcel no. 10-04-18-3-001-080.000, 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 43-10-04-18-3-001-080.000 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: 9/22/2026

To: RUFF
4031 ELDER LANE
TALLAHASSE, FL
32303

Parcel # 10-04-18-3-001-080.000

On 8/14/2026 , 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 9/4/2025 . 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:	$ 420.47
Certified Mail:	$ 20.88
Regular Mail:	$ 0
Total:	$ 441.35

Sponsored by: Mayor Eddie Smith
and the Code Compliance Department

RESOLUTION NO. _____

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

1801 S Long Street; Parcel # 43-10-04-18-3-002-017.000

==========

WHEREAS the weed nuisance growing upon or in front of the property located at 1801 S Long Street, Parcel # 43-10-04-18-3-002-017.000 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 1801 S Long Street copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, on October 6th 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 $344.67 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 1801 S Long Street Parcel no. 017.000, 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 43-10-04-18-3-002-017.000 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: 9/22/2026

To: HARSH CORPORATION
2700 STONYBROOK ROAD
OPELIKA, AL 36804

Parcel # 10-04-18-3-002-017.000

On 8/28/2026 , 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 9/17/2026 . 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 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:	$ 323.79
Certified Mail:	$ 20.88
Regular Mail:	$ 0
Total:	$ 344.67

Sponsored by: Mayor Eddie Smith

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE OPELIKA CHAMBER OF COMMERCE

WHEREAS, the Opelika Chamber of Commerce ("Opelika Chamber"), an Alabama non-profit organization, serves the business community in Opelika, Alabama; and

WHEREAS, the mission of the Opelika Chamber is to build bridges, cultivate community, elevate business, and achieve excellence for a better Opelika; and

WHEREAS, the Opelika Chamber provides tourism and visitor services, as well as marketing and promotion activities, that benefit the City of Opelika; and

WHEREAS, the Opelika Chamber provides leadership training, educational and community involvement services for the City; and

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

WHEREAS, a proposed Contract for Services (the "Agreement') between the City and the Opelika Chamber has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

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

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

1. That the proposed Funding Agreement (the "Agreement") between the City and the Opelika Chamber, a copy of which is attached hereto and marked as Exhibit "A", providing $100,000 to Opelika Chamber for the performance of services, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of the Agreement.

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

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

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

5. That the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution, and the City Clerk is hereby authorized to prepare appropriate documents so that appropriated funds may be transferred to Opelika Chamber.

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

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

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

ATTEST:

_____
CITY CLERK

CONTRACT FOR SERVICES

Between the City of Opelika and the Opelika Chamber of Commerce, Inc.

STATE OF ALABAMA
LEE COUNTY

This agreement is made and entered into by and between the City of Opelika, Alabama (hereinafter referred to as the "City") and the Opelika Chamber of Commerce, Inc. (hereinafter referred to as the "Chamber"), as of this 1st day of October, 2026.

1. Term

This agreement shall be effective for a period of one (1) year, commencing October 1, 2026, and ending September 30, 2027. Renewal beyond this term shall be subject to mutual written agreement by both parties.

2. Scope of Services

The Opelika Chamber of Commerce agrees to provide programming, events, and initiatives that directly support the City of Opelika, its departments, staff, and citizens. These efforts are intended to strengthen community engagement, enhance leadership development, and promote the City as a thriving place to live, work, and visit.

This contract covers the annual membership dues for the City of Opelika, including membership of all personnel, who can take advantage of all membership benefits as outlined on our website. Additionally, the Chamber shall execute the following programs and initiatives during the contract period:

- **SNOPELIKA** — Annual tree lighting ceremony and kickoff to Christmas event.
- **National Civics Bee** — Local competition promoting civic engagement and education among middle school students.
- **20 Under 40** — Leadership development and recognition program for emerging leaders who live or work in Opelika.
- **Lee County Young Leaders** — Youth leadership program designed for high school students to explore local government, business, and community service.
- **VALOR Awards** — Annual awards program honoring Opelika's first responders for acts of exceptional service.
- **Explore Opelika** — Annual relocation magazine, visitor support services, and Cost of Living Index support and services promoting Opelika's quality of life, economic growth, and community assets.

For the 2026-2027 contract period, State of the City will be executed independently by the City, and Opelika Young Professionals will be operated independently by the Chamber. Neither program is included in the scope of this agreement.

The Chamber agrees to plan, coordinate, and execute these programs in a manner that maintains the professional standards and reputation of both the Chamber and the City of Opelika.

3. Compensation

As consideration for the services provided under this agreement, the City of Opelika agrees to pay the Chamber a total of One Hundred Thousand Dollars ($100,000.00) for the contract period.

Payment shall be made in two equal installments of $50,000.00 each, payable on or before:

- November 1, 2026
- March 1, 2027

4. Relationship of the Parties

The Chamber is an independent contractor and not an agent or employee of the City. The Chamber shall be responsible for its own operations, employees, and expenditures. Nothing in this agreement shall be construed to create a partnership, joint venture, or other business relationship between the parties.

5. Records and Accountability

The Chamber shall maintain accurate records of all funds received and expended under this agreement. Upon written request, the Chamber shall provide the City with a summary of program activities and financial expenditures related to the agreement. The City reserves the right to audit such records with reasonable notice.

6. Political Activity

No funds provided under this agreement shall be used for political purposes or to promote the candidacy of any individual for public office. The Chamber, as an organization, shall remain apolitical.

7. Termination

Either party may terminate this agreement with thirty (30) days written notice for cause, including failure to perform the services described herein. Upon termination, any unspent funds provided by the City shall be returned.

8. Miscellaneous

This document constitutes the entire agreement between the parties and supersedes all prior discussions or agreements regarding the subject matter. Any modification must be made in writing and signed by both parties. This agreement shall be governed by and interpreted according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

CITY OF OPELIKA, ALABAMA

By: _____
Mayor

Attest: _____
Opelika City Clerk

OPELIKA CHAMBER OF COMMERCE, INC.

By: _____
Its Chair, Board of Directors

Attest: _____
President & CEO

Sponsored by: President W. George Allen

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO COMPASSIONATE HANDS OF HOPE, INC., FOR THE 6TH ANNUAL GLOW FOR EPILEPSY EVENT

WHEREAS, Compassionate Hands of Hope, Inc., and the Opelika community will present The 6th Annual Glow for Epilepsy on November 1, 2026, at Courthouse Square in Opelika; and

WHEREAS, "Glow for Epilepsy Awareness on The Square" is an evening dedicated to raising awareness, raising acceptance, showing support, and standing with those living with epilepsy; and

WHEREAS, Compassionate Hands of Hope, Inc., is a 501(c)(3) public charity headquartered in Opelika, Alabama; and

WHEREAS, Compassionate Hands of Hope, Inc., is seeking sponsors for the "Glow for Epilepsy" event; and

WHEREAS, §22-3-11, *Code of Alabama,* authorizes municipalities to appropriate public funds for public health work; and

WHEREAS, the City of Opelika, Alabama (the "City") wishes to sponsor Compassionate Hands of Hope, Inc.'s "Glow for Epilepsy" event; and

WHEREAS, Council President and Ward 1 Council member W. George Allen, Ward 2 Council member Janataka Hughley-Holmes, Ward 3 Council member Leigh Whatley, President Pro-Tem and Ward 4 Council member Chuck Beams, and Ward 5 Council member Todd Rauch wish to appropriate $300.00 each from their respective discretionary funds to Compassionate Hands of Hope, Inc.

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 $1,500.00 to assist Compassionate Hands of Hope, Inc., to be used solely for the sponsorship of the 6th Annual Glow for Epilepsy" event on November 1, 2026.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by raising awareness and showing support for residents living with epilepsy.

3. That the Mayor and the Controller are hereby authorized to transfer the sum of

$300.00 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.

4. That the City Clerk is hereby authorized to process the necessary paperwork so that the amount of $1,500.00 can be processed by the Accounting Department.

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

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

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

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

ATTEST:

_____
CITY CLERK

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

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-on 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

Sponsored by: Mayor Eddie Smith
and the Planning Department

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 statue. 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.

Sponsored by: Mayor Eddie Smith
and the Legal Department

RESOLUTION NO _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA, AND ALLISON KOVAK, AARON KOVAK AND JONATHAN WILMARTH

WHEREAS, Allison W. Kovak, Aaron Kovak and Jonathan Wilmarth (the "Owners") have asserted a claim for declaratory judgment against the City of Opelika (the "City") in a civil action styled Allison W. Kovak et al v City of Opelika, Alabama, Civil Action No. 43-CV-2026, 900410.00, filed in the Circuit Court of Lee County, Alabama (the "Lawsuit"); and

WHEREAS, a dispute between the parties has resulted related to the City's Zoning Ordinance regarding a proposed use of their property located at 414 N. 10th Street as a bed and breakfast; and

WHEREAS, it is the intent of the parties to this Agreement to finally resolve all disputes and claims in issue between and among them, as well as any and all past, present or future demands, claims, causes of claim, and liability of whatever kind and nature, whether known or unknown, suspected or claimed, to preclude any potential future litigation between and among the parties as they relate thereto (the "Claim"); and

WHEREAS, a Settlement Agreement (the "Agreement") between the City and the Owners has been prepared and presented 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 Settlement Agreement to be entered into between the City and the Owners, 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.

2. That the Mayor is hereby authorized and directed to execute said Settlement Agreement on behalf of the City and the City Clerk is hereby authorized to attest the same.

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