



**CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA
300 Martin Luther King Blvd.
August 19, 2025
TIME: 5:45 PM**

1. A CALL TO ORDER
 1. George Allen, Erica Norris, Tim Aja, Todd Rauch, Eddie Smith
2. PRESENTATIONS
3. RESOLUTIONS
 1. Approve ROW Acquisition Agreement for Bridgewater Boulevard near Logan Drive - ENG.
 2. Approve ROW Acquisition Agreement for Hi Pack Drive Extension for Brookwood Subdivision - ENG.
 3. Approve ROW Acquisition Agreement for Hi Pack Drive Extension for Brookhaven Subdivision - ENG.
4. ORDINANCES
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
 1. Bid - LED Streetlights - OPS.
 2. Bid - Custodial Services - P&R.
7. GENERAL / DISCUSSION
8. END OF WORK SESSION

"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."

RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION AGREEMENT
BETWEEN SAMFORD GROUP LAND, LLC. AND THE CITY OF OPELIKA,
ALABAMA FOR THE CONSTRUCTION OF BRIDGEWATER BOULEVARD**

WHEREAS, Samford Group Land, LLC. owns approximately 2.30 acres of land located near Logan Drive in the City of Opelika; and

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined and is of the opinion that it is desirable and in the public interest to construct a new public street, to be known as “Bridgewater Boulevard”, extending from Columbus Parkway (U.S. Highway 280/431) in a generally southwesterly direction for a distance of approximately 900 feet, across and through lands owned by Samford Group Lane, LLC.; and

WHEREAS, the City Council has determined and is of the opinion that it is in the public interest for the City to acquire approximately 2.30 acres of land from Samford Group Land, LLC. for the construction of Bridgewater Boulevard; and

WHEREAS, Samford Group Land has agreed to donate and convey said right-of-way to the City on the terms and conditions set forth in the attached Right-of-Way Acquisition Agreement; and

WHEREAS, a proposed RIGHT-OF-WAY ACQUISITION AGREEMENT (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed RIGHT-OF-WAY ACQUISITION AGREEMENT to be entered into by and between Samford Group Land, LLC. and the City of Opelika, attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed 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 evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City. The City Clerk is hereby authorized to attest the Agreement and to affix the seal of the City thereto.

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 Agreement.

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

ADOPTED AND APPROVED this the _____ day of _____, 2025.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

**RIGHT-OF-WAY ACQUISITION AGREEMENT
(BRIDGEWATER BOULEVARD)**

THIS RIGHT-OF-WAY ACQUISITION AND DEVELOPMENT AGREEMENT

(the “Agreement”) is made and entered into this the ____ day of _____, 2025, by and between **Samford Group Land, LLC.**, an Alabama Limited Liability Corporation (hereinafter referred to as “Owner”) and **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”). The Owner and the City are each a “Party” to this Agreement and are referred to collectively as the “Parties”.

RECITALS:

WHEREAS, Owner owns certain real property located on the south side of Columbus Parkway (U.S. Highway 280/431), containing 2.30 acres, more or less, as more particularly described on Exhibit “A” (the “Property”) attached hereto and by this reference made a part hereof; and

WHEREAS, the City is proposing to construct a new public street, to be known as “Bridgewater Boulevard”, extending from Columbus Parkway in a generally southwesterly direction for a distance of approximately 900 feet, as shown on the drawing attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, the Owner’s Property is needed for the construction of said Bridgewater Boulevard; and

WHEREAS, the Owner has agreed to donate and convey the Property to the City on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the City hereby agree as follows:

1. **Property to be Conveyed.** The Owner agrees to donate, grant and convey to the City, and the City agrees to acquire from the Owner, on the terms set forth in this Agreement, the Owner's Property depicted in Exhibit "A" and more particularly described as follows:

Commence at the northeast corner of Section 16, Township 19 North, Range 27 East, Opelika, Lee County, Alabama. Thence South 84°42'21" West, a distance of 2778.92 feet to a point on the southerly right-of-way of US Highway 280 East, which is the point of beginning of a parcel of land more fully described as follows;
From said point of beginning, leaving said right-of-way thence along a non-tangential curve to the left, having a radius of 220.00 feet, a chord bearing of South 15°42'44" East, a chord length of 95.97 feet, an arc distance of 96.75 feet; Thence South 28°18'37" East, a distance of 157.08 feet; Thence along a curve to the right, having a radius of 230.00 feet, a chord bearing of South 13°23'42" East, a chord length of 118.40 feet, an arc distance of 119.75 feet; Thence South 01°31'13" West, a distance of 107.69 feet; Thence along a curve to the right, having a radius of 230.00 feet, a chord bearing of South 18°06'29" West, a chord length of 131.32 feet, an arc distance of 133.18 feet; Thence South 34°41'46" West, a distance of 250.31 feet; Thence along a curve to the right, having a radius of 230.00 feet, a chord bearing of South 48°03'54" West, a chord length of 106.36 feet, an arc distance of 107.33 feet; Thence South 61°26'02" West, a distance of 197.41 feet; Thence along a curve to the left, having a radius of 170.00 feet, a chord bearing of South 54°26'30" West, a chord length of 41.39 feet, an arc distance of 41.49 feet; Thence South 47°26'59" West, a distance of 410.74 feet; Thence North 47°55'10" West, a distance of 1.35 feet; Thence North 54°58'08" West, a distance of 60.06 feet; Thence North 47°26'59" East, a distance of 317.72 feet; Thence along a curve to the left, having a radius of 30.00 feet, a chord bearing of North 06°44'18" East, a chord length of 39.13 feet, an arc distance of 42.63 feet; Thence along a reverse curve to the right, having a radius of 180.00 feet, a chord bearing of North 26°41'26" West, a chord length of 45.63 feet, an arc distance of 45.76 feet to a non-tangential point of intersection with the southerly right-of-way of Logan Drive;

Thence along a non-tangential curve to the left, having a radius of 60.00 feet, a chord bearing of North 69°34'56" East, a chord length of 60.01 feet, an arc distance of 62.85 feet; Thence leaving said right-of-way along a non-tangential curve to the left, having a radius of 120.00 feet, a chord bearing of South 20°43'58" East, a chord length of 7.66 feet, an arc distance of 7.66 feet; Thence along a compound curve to the left, having a radius of 30.00 feet, a chord bearing of South 75°40'52" East, a chord length of 47.99 feet, an arc distance of 55.63 feet; Thence along a reverse curve to the right, having a radius of 230.00 feet, a chord bearing of North 56°19'02" East, a chord length of 41.02 feet, an arc distance of 41.08 feet; Thence North 61°26'02" East, a distance of 197.41 feet; Thence along a curve to the left, having a radius of 170.00 feet, a chord bearing of North 48°03'54" East, a chord length of 78.61 feet, an arc distance of 79.33 feet; Thence North 34°41'46" East, a distance of 250.31 feet; Thence along a curve to the left, having a radius of 170.00 feet, a chord bearing of North 18°06'29" East, a chord length of 97.07 feet, an arc distance of 98.43 feet; Thence North 01°31'13" East, a distance of 107.69 feet; Thence along a curve to the left, having a radius of 170.00 feet, a chord bearing of North 13°23'42" West, a chord length of 87.51 feet, an arc distance of 88.51 feet; Thence North 28°18'37" West, a distance of 157.08 feet; Thence along a curve to the right, having a radius of 280.00 feet, a chord bearing of North 14°49'27" West, a chord length of 130.60 feet, an arc distance of 131.81 feet to a non-tangential point of intersection with the southerly right-of-way of US Highway 280 East; Thence along said right-of-way South 84°51'59" East, a distance of 60.49 feet to the point of beginning, said parcel containing 2.30 acres or 100,077.2 square feet, more or less

2. **Closing/Possession.** The closing date will be on or before September 20, 2025, with possession to be given to the City at the time of closing. The closing shall take place at City Hall located at 204 South 7th Street or at such other place as the Parties may agree in writing. At closing, the Owner shall execute and deliver to the City a good and sufficient warranty deed conveying to the City good and marketable title to the Property, subject only to (the "Permitted Encumbrances):

- (a) all rights-of-way and easements for public utilities, as recorded in the Lee County Probate Office.
- (b) the lien for general real estate taxes for the year of closing and subsequent years not yet due and payable.
- (c) all zoning ordinances and subdivision regulations for the City of Opelika.

All liens and title exceptions and defects other than the Permitted Encumbrances, including without limitation, all mortgages and security interests in the Property, shall be removed, cured, paid and satisfied of record by the Owner at or before closing. In the event title of the Property is found defective and not good and merchantable, then upon notification thereof by the City to the Owner, Owner shall have a reasonable time to correct the defects, but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising under this Agreement shall terminate.

3. **Closing Costs.** The costs of preparing, executing and acknowledging any deeds or other instruments required to convey good and marketable title to the City in the manner described in this Agreement shall be paid by Owner. All costs of recording deeds or instruments shall be borne by the City.

4. **“As Is” Acquisition.** Except as expressly provided in this Agreement, the City is acquiring the Property “AS IS” and “WHERE IS”, without any representations or guarantees of any nature, express or implied, oral or written, past, present or future regarding the condition of the Property. Owner makes no representations regarding the condition of the Property.

5. **Owner’s Representations and Warranties.** Owner hereby represents and warrants to and covenants with the City as follows, which representations and warranties shall be true and accurate as of the date of closing:

- (a) Owner is Samford Group Land, LLC. duly organized, validly existing and in good standing under the laws of the State of Alabama.
- (b) Owner has full power and right to enter into and perform its obligations under this Agreement, including conveying the Property as herein described.
- (c) There are no lawsuits pending or threatened against the Owner or the Property that would affect the transaction contemplated under this Agreement.

(d) The Property is not subject to any mortgage, lien or special assessment.

6. **No Broker or Agent Involved.** The Owner and the City represent and warrant to each other that neither the Owner nor the City has dealt with, consulted or engaged any real estate broker or agent in connection with this transaction. Each party hereby agrees to indemnify and hold the other Party harmless from any liability, claim, demand, cost or expense, including reasonable attorney's fees, that it may incur or suffer by reason of the claims of any real estate broker or agent who may claim to have dealt with, been consulted or engaged by the other Party.

7. **Construction of Bridgewater Boulevard.** The City shall, at its expense, design and construct, or cause to be designed or constructed, a public three-lane asphalt road extending from Columbus Parkway for a distance of approximately 900 feet as depicted in Exhibit "A", subject to the following:

- (a) The design work shall include all surveying, all work for preparation of plans and specifications, construction documents and invitation for bids.
- (b) The street shall be a thirty-six foot (36') wide two-lane public road, which shall include curb and gutter and appropriate drainage structures. The City shall construct the street in accordance with the design standards and specifications contained in the City's Public Works Manual.
- (c) The street shall generally follow the route as shown in Exhibit "A" attached hereto.
- (d) The City shall install or cause to be installed sanitary sewer lines and a water main within the right-of-way in accordance with design standards and specifications contained in the City's Public Works Manual.
- (e) The City shall construct a sidewalk along the street in accordance with the design standards and specifications contained in the Public Works Manual.
- (f) The City shall, at its expense, install a traffic signal at the intersection of Columbus Parkway (U.S. Highway 280/431) and the new roadway.

- (g) The City shall be solely responsible for all aspects of wetland mitigation related to the Project and shall obtain and maintain all required permits, including those necessary by the U.S. Army Corps of Engineers.
- (h) The roadway shall be constructed and opened by September 2026.
- (i) The City agrees to maintain and repair the Bridgewater Boulevard, as needed, to ensure that said street remains safe and convenient to the public.

8. **Supersedes Prior Agreements.** This Agreement supersedes all agreements previously executed by the Parties with respect to the Property and constitutes the sole and only agreement between them respecting the Property and correctly sets forth the obligations to each other as of its date.

9. **Governing Law.** This Agreement and the terms and conditions thereof shall be governed by the laws of the State of Alabama and venue shall be in the Circuit Court of Lee County, Alabama.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Time of Essence.** Time is of the essence in this Agreement.

12. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any persons other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

13. **Amendments.** This Agreement may only be amended by written agreement signed by the Owner and the City.

14. **Further Assurances.** The Owner and the City agree to execute all such instruments and documents and to take all such actions which are reasonably necessary to carry out this Agreement or accomplish its interest.

15. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Owner and the City or between either or both of them and any third party.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2025.

Samford Group Land, LLC.

BY: _____

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

RUSSELL A. JONES, MMC
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of _____, 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 trustee 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 _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

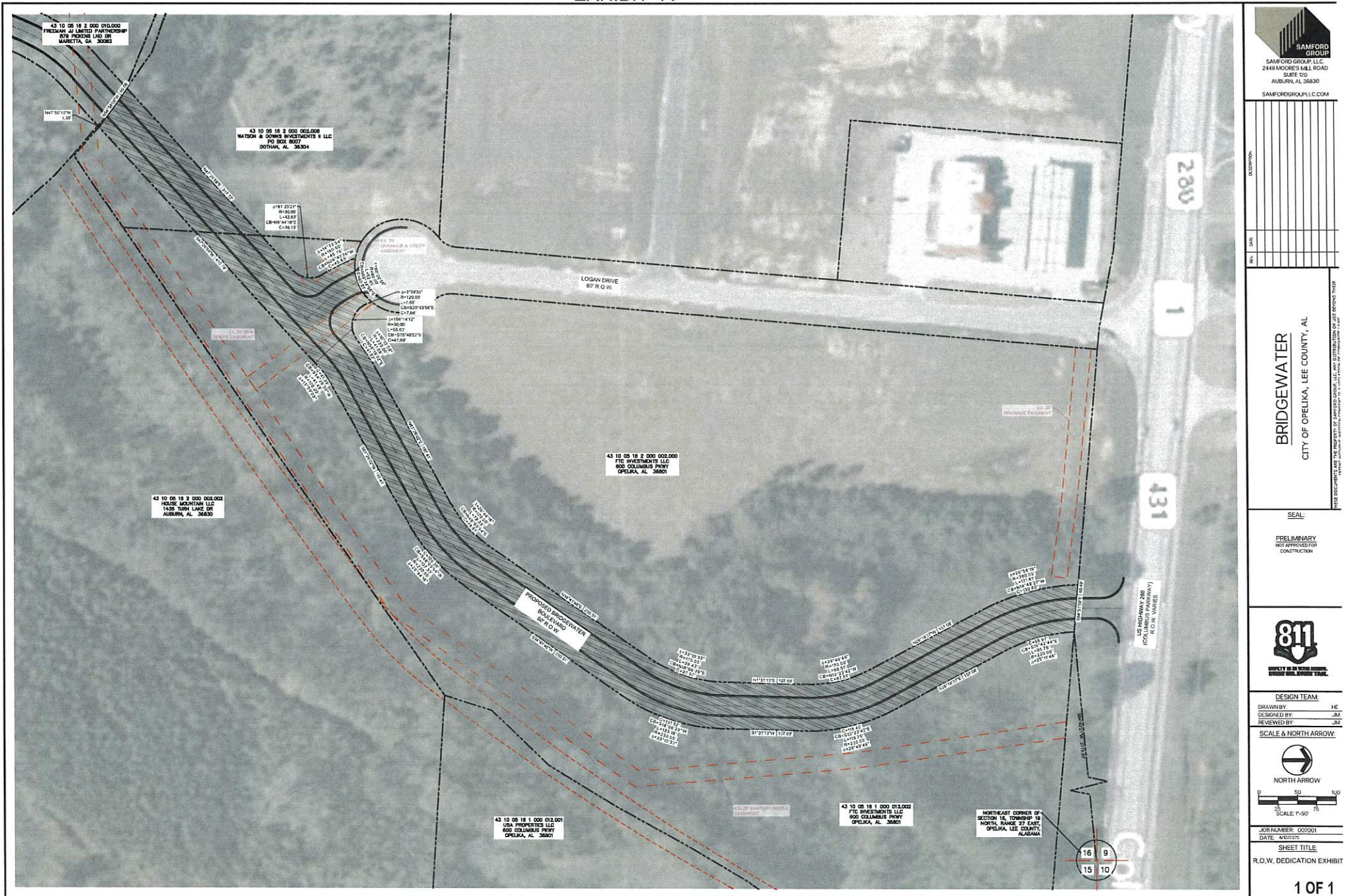
STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

EXHIBIT "A"



RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION AGREEMENT
BETWEEN FTC INVESTMENTS, LLC. AND THE CITY OF OPELIKA, ALABAMA
FOR THE EXTENSION OF HI-PACK DRIVE**

WHEREAS, FTC Investments, LLC (“Developer”) owns approximately 0.805 acres of land located in the area between the present endpoint (terminus) of Hi-Pack Drive for the Brookwood Subdivision in the City of Opelika; and

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined and is of the opinion that it is desirable and in the public interest to construct an extension of Hi-Pack Drive from its present endpoint (terminus) for a distance of approximately 900 feet, across and through lands owned by FTC Investments, LLC; and

WHEREAS, the City Council has determined and is of the opinion that it is in the public interest for the City to acquire approximately 0.805 acres of land from FTC Investments, LLC for the extension of Hi-Pack Drive; and

WHEREAS, FTC Investments, LLC has agreed to donate and convey said right-of-way to the City on the terms and conditions set forth in the attached Right-of-Way Acquisition Agreement; and

WHEREAS, a proposed RIGHT-OF-WAY ACQUISITION AGREEMENT (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed RIGHT-OF-WAY ACQUISITION AGREEMENT to be entered into by and between FTC Investments, LLC. and the City of Opelika, attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed 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 evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City. The City Clerk is hereby authorized to attest the Agreement and to affix the seal of the City thereto.

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 Agreement.

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

ADOPTED AND APPROVED this the _____ day of _____, 2025.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

**RIGHT-OF-WAY ACQUISITION AGREEMENT
(HI-PACK DRIVE)**

THIS RIGHT-OF-WAY ACQUISITION AND DEVELOPMENT AGREEMENT

(the “Agreement”) is made and entered into this the ____ day of _____, 2025, by and between **FTC Investments, LLC**, an Alabama limited liability corporation (hereinafter referred to as “Owner”) and **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”). The Owner and the City are each a “Party” to this Agreement and are referred to collectively as the “Parties”.

RECITALS:

WHEREAS, Owner owns certain real property located in the area between the present endpoint of Hi-Pack Drive, containing 0.805 acres, more or less, as more particularly described on Exhibit “A” (the “Property”) attached hereto and by this reference made a part hereof; and

WHEREAS, the City is proposing to construct an extension of Hi-Pack Drive from the existing terminus of Hi Pack Drive, as shown on the drawing attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, the Owner’s Property and a temporary construction easement are needed for the construction of said Hi-Pack Drive Extension; and

WHEREAS, the Owner has agreed to donate and convey the Property and the easement to the City on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the City hereby agree as follows:

1. **Property to be Conveyed.** The Owner agrees to donate, grant and convey to the City, and the City agrees to acquire from the Owner, on the terms set forth in this Agreement, the Owner's Property depicted in Exhibit "A" and more particularly described as follows:

A part of the NE ¼ of NE ¼, Section 22, Township 19N, Range 26E, identified as Tract No. 1 on Project No. R071321196 in LEE County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from the common section corner of Sections 14, 15, 22, and 23, T-19-N, R-26-E, thence S00°32'30"E a distance of 761.22 feet to a point on the acquired right of way, also being the Point of Beginning of the property herein described;

Thence S00°32'30"E along grantor's east property line a distance of 152.31 feet to a point on the present right-of-way line;

Thence S88°13'33"W along said present right-of-way line a distance of 685.96 feet to a point on the present property line;

Thence N08°28'37"E along said present property line a distance of 21.70 feet to a point on the acquired right-of-way line, said point being 28.57 feet left of Hi-Pack Drive station 17+07.52;

Thence N89°26'48"E along said acquired right-of-way line a distance of 197.28 feet to a point on said acquired right-of-way line, said point being 50.00 feet left of Hi-Pack Drive station 19+04.805;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of 315.82 feet (said arc having a chord bearing of S77°23'00"W, a counterclockwise direction, a chord distance of 313.49 feet, and a radius of 750.00 feet) to a point on the acquired right-of-way line, said point being 50.00 feet left of Hi-Pack Drive station 22+41.67;

Thence N65°19'12"E along the acquired right-of-way line a distance of 195.67 feet to a point on the present property line 50.00 feet left of Hi-Pack Drive station 24+37.34, the point and place of Beginning;

The above described parcel contains 0.805 acre, more or less.

Temporary Construction Easement 1 of 1:

Commencing from the common section corner of Sections 14, 15, 22, and 23, T-19-N, R-26-E; thence S00°32'30"E a distance of 761.22 feet to a point on the temporary easement line, also being the Point of Beginning of the property herein described;

Thence S00°32'30"E along the grantor's east property line a distance of 21.92 feet to a point on the acquired right-of-way line 50.00 feet left of Hi-Pack Drive station 24+37.34;

Thence S65°19'12"W along the acquired right-of-way line a distance of 195.67 feet to a point on the acquired right-of-way line 50.00 feet left of Hi-Pack Drive station 22+41.67;

Thence following the curvature thereof and along said temporary easement line an arc distance of 315.82 feet (said arc having a chord bearing of S77°23'00"W, a clockwise direction, a chord distance of 313.49 feet, and a radius of 750.00 feet) to a point on the temporary easement line, said point being 50.00 feet left of Hi-Pack Drive station 19+04.81;

Thence S89°26'48"W along the acquired right-of-way line a distance of 197.28 feet to a point on the grantor's west property line;

Thence N08°28'37"E along said present property line a distance of 20.25 feet to a point on the temporary easement line 70.00 feet left of Hi-Pack Drive station 17+10.70;

Thence N89°26'48"E along the temporary easement line a distance of 194.11 feet to a point on the temporary easement line 70.00 feet left of Hi-Pack Drive station 19+04.81;

Thence following the curvature thereof and along said temporary easement line an arc distance of 307.39 feet (said arc having a chord bearing of N77°23'00"E, a counterclockwise direction, a chord distance of 305.13 feet, and a radius of 750.00 feet) to a point on the temporary easement line, said point being 70.00 feet left of Hi-Pack Drive station 22+41.67;

Thence N65°19'12"E along the temporary easement line a distance of 204.63 feet to the point and place of beginning;

The above described parcel contains 0.325 acre, more or less.

2. **Closing/Possession.** The closing date will be on or before September 20, 2025, with possession to be given to the City at the time of closing. The closing shall take place at City Hall located at 204 South 7th Street or at such other place as the Parties may agree in writing. At closing, the Owner shall execute and deliver to the City a good and sufficient warranty deed conveying to the City good and marketable title to the Property, subject only to (the “Permitted Encumbrances):

- (a) all rights-of-way and easements for public utilities, as recorded in the Lee County Probate Office.
- (b) the lien for general real estate taxes for the year of closing and subsequent years not yet due and payable.
- (c) all zoning ordinances and subdivision regulations for the City of Opelika.

All liens and title exceptions and defects other than the Permitted Encumbrances, including without limitation, all mortgages and security interests in the Property, shall be removed, cured, paid and satisfied of record by the Owner at or before closing. In the event title of the Property is found defective and not good and merchantable, then upon notification thereof by the City to the Owner, Owner shall have a reasonable time to correct the defects, but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising under this Agreement shall terminate.

3. **Closing Costs.** The costs of preparing, executing and acknowledging any deeds or other instruments required to convey good and marketable title to the City in the manner described in this Agreement shall be paid by Owner. All costs of recording deeds or instruments shall be borne by the City.

4. **“As Is” Acquisition.** Except as expressly provided in this Agreement, the City is acquiring the Property “AS IS” and “WHERE IS”, without any representations or guarantees of any nature, express or implied, oral or written, past, present or future regarding the condition of the Property. Owner makes no representations regarding the condition of the Property.

5. **Owner’s Representations and Warranties.** Owner hereby represents and warrants to and covenants with the City as follows, which representations and warranties shall be true and accurate as of the date of closing:

- (a) Owner is FTC Investments, LLC duly organized, validly existing and in good standing under the laws of the State of Alabama.
- (b) Owner has full power and right to enter into and perform its obligations under this Agreement, including conveying the Property as herein described.
- (c) There are no lawsuits pending or threatened against the Owner or the Property that would affect the transaction contemplated under this Agreement.
- (d) The Property is not subject to any mortgage, lien or special assessment.

6. **No Broker or Agent Involved.** The Owner and the City represent and warrant to each other that neither the Owner nor the City has dealt with, consulted or engaged any real estate broker or agent in connection with this transaction. Each party hereby agrees to indemnify and hold the other Party harmless from any liability, claim, demand, cost or expense, including reasonable attorney’s fees, that it may incur or suffer by reason of the claims of any real estate broker or agent who may claim to have dealt with, been consulted or engaged by the other Party.

7. **Construction of Hi-Pack Extension.** The City shall, at its expense, design and construct, or cause to be designed or constructed, an extension of Hi-Pack Drive from its present endpoint (terminus) for approximately 900 feet, subject to the following:

- (a) The design work shall include all surveying, all work for preparation of plans and specifications, construction documents and invitation for bids.
- (b) The street shall be a two- to three-lane asphalt public road, as depicted in Exhibit “A”, which shall include curb and gutter and appropriate drainage structures. The City shall construct the street in accordance with the design standards and specifications contained in the City’s Public Works Manual.
- (c) The street shall generally follow the route as shown in Exhibit “A” attached hereto.
- (d) The City shall install or cause to be installed sanitary sewer lines and a water main within the right-of-way in accordance with design standards and specifications contained in the City’s Public Works Manual.
- (e) The City shall construct a sidewalk and shared use path along the street in accordance with the design standards and specifications contained in the Public Works Manual.
- (f) The City shall be solely responsible for all aspects of wetland mitigation related to the Project and shall obtain and maintain all required permits, including those necessary by the U.S. Army Corps of Engineers.
- (g) The roadway shall be constructed and opened by April 30, 2026.
- (h) The City agrees to maintain and repair the Hi Pack Drive extension, as needed, to ensure that said street remains safe and convenient to the public.

8. **Supersedes Prior Agreements.** This Agreement supersedes all agreements previously executed by the Parties with respect to the Property and constitutes the sole and only agreement between them respecting the Property and correctly sets forth the obligations to each other as of its date.

9. **Governing Law.** This Agreement and the terms and conditions thereof shall be governed by the laws of the State of Alabama and venue shall be in the Circuit Court of Lee County, Alabama.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Time of Essence.** Time is of the essence in this Agreement.

12. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any persons other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

13. **Amendments.** This Agreement may only be amended by written agreement signed by the Owner and the City.

14. **Further Assurances.** The Owner and the City agree to execute all such instruments and documents and to take all such actions which are reasonably necessary to carry out this Agreement or accomplish its interest.

15. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Owner and the City or between either or both of them and any third party.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2025.

FTC Investments, LLC.

BY: _____

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

RUSSELL A. JONES, MMC
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of _____, 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 trustee 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 _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

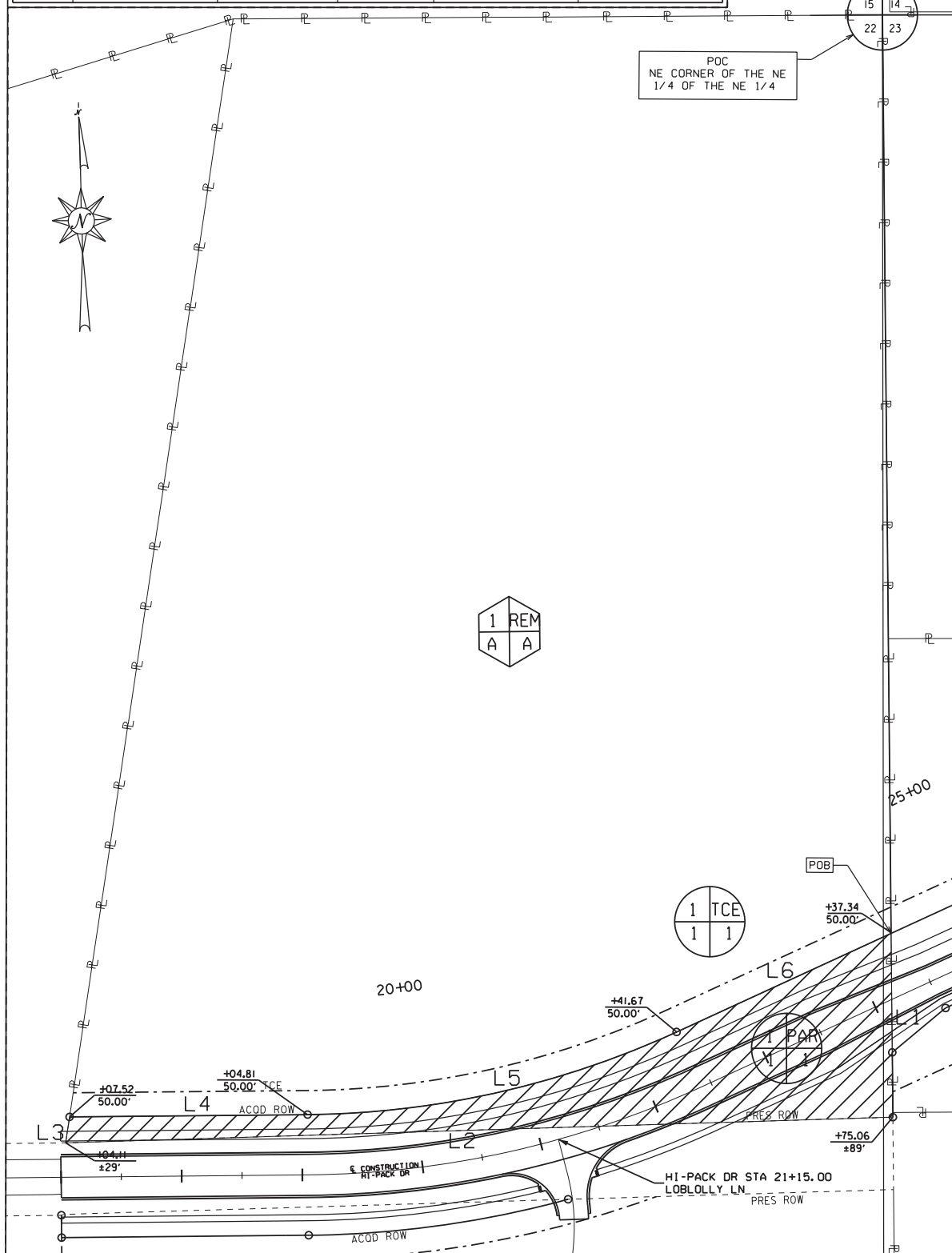
STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

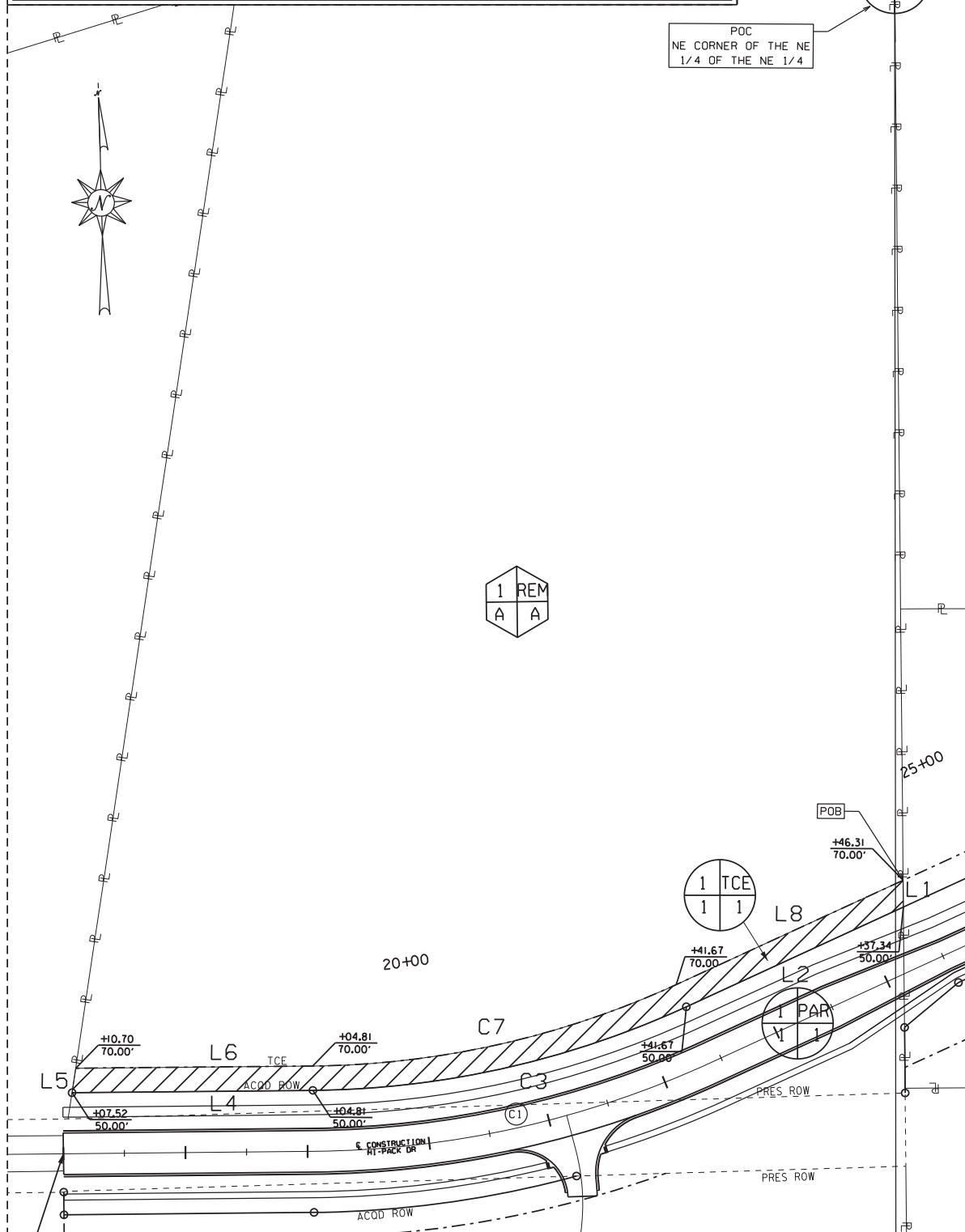
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	S00°32'30"E	152.31			
L2	S88°13'33"W	685.96			
L3	N08°28'37"E	21.70			
L4	N89°26'48"E	197.28			
C5		313.49	750.00	S77°23'00"W	315.82
L6	N65°19'12"E	195.67			



SKETCH: 1 OF 2

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	S00°32'30"E	21.92			
L2	S65°19'12"W	195.67			
C3		313.49	750.00	S77°23'00"W	315.82
L4	N89°26'48"E	197.28			
L5	N08°28'37"E	20.25			
L6	N89°26'48"E	194.11			
C7		305.13	750.00	S77°23'00"W	307.39
L8	N65°19'12"E	204.63			



TRACT NUMBER: 1
OWNER: HI PACK QDZB I LLC

CITY OF OPELIKA

PROJ NO: R071321196

COUNTY: LEE

TOTAL ACREAGE: 12.940

R/W REQUIRED: 0.805

SCALE: 1" = 100'

REQUIRED TCE: 0.325

DATE: 08/12/2025

REMAINDER: 12.135

SKETCH: 2 OF 2

EXHIBIT "B"



RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION AGREEMENT
BETWEEN FTC INVESTMENTS, LLC. AND THE CITY OF OPELIKA, ALABAMA
FOR THE EXTENSION OF HI-PACK DRIVE TO CUNNINGHAM DRIVE**

WHEREAS, FTC Investments, LLC (“Developer”) owns approximately 2.763 acres of land located in the area between the proposed extension of Hi-Pack Drive for the Brookwood Subdivision to Cunningham Drive for the Brookhaven Subdivision in the City of Opelika; and

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined and is of the opinion that it is desirable and in the public interest to construct an extension of Hi-Pack Drive from the proposed extension for Brookwood Subdivision for a distance of approximately 800 feet to Cunningham Drive with a roundabout at the intersection of Hi-Pack Drive and Cunningham Drive, across and through lands owned by FTC Investments, LLC; and

WHEREAS, the City Council has determined and is of the opinion that it is in the public interest for the City to acquire approximately 2.763 of land from FTC Investments, LLC for the extension of Hi-Pack Drive; and

WHEREAS, FTC Investments, LLC has agreed to donate and convey said right-of-way to the City on the terms and conditions set forth in the attached Right-of-Way Acquisition Agreement; and

WHEREAS, a proposed RIGHT-OF-WAY ACQUISITION AGREEMENT (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed RIGHT-OF-WAY ACQUISITION AGREEMENT to be entered into by and between FTC Investments, LLC. and the City of Opelika, attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed 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 evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City. The City Clerk is hereby authorized to attest the Agreement and to affix the seal of the City thereto.

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 Agreement.

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

ADOPTED AND APPROVED this the _____ day of _____, 2025.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

**RIGHT-OF-WAY ACQUISITION AGREEMENT
(HI-PACK DRIVE)**

THIS RIGHT-OF-WAY ACQUISITION AND DEVELOPMENT AGREEMENT

(the “Agreement”) is made and entered into this the ____ day of _____, 2025, by and between **FTC Investments, LLC**, an Alabama limited liability corporation (hereinafter referred to as “Owner”) and **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”). The Owner and the City are each a “Party” to this Agreement and are referred to collectively as the “Parties”.

RECITALS:

WHEREAS, Owner owns certain real property located in the area between the present endpoint of Hi-Pack Drive, containing 2.763 acres, more or less, as more particularly described on Exhibit “A” (the “Property”) attached hereto and by this reference made a part hereof; and

WHEREAS, the City is proposing to construct an extension of Hi-Pack Drive from the extension of Hi Pack Drive for Brookwood Subdivision and a roundabout at the intersection of Hi Pack Drive and Cunningham Drive, as shown on the drawing attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, the Owner’s Property and a temporary construction easement are needed for the construction of said Hi-Pack Drive Extension and a roundabout at the intersection of Hi Pack Drive and Cunningham Drive; and

WHEREAS, the Owner has agreed to donate and convey the Property and the easement to the City on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the City hereby agree as follows:

1. **Property to be Conveyed.** The Owner agrees to donate, grant and convey to the City, and the City agrees to acquire from the Owner, on the terms set forth in this Agreement, the Owner's Property depicted in Exhibit "A" and more particularly described as follows:

A part of the NW ¼ of NW ¼, Section 23, Township 19N, Range 26E, identified as Tract No. 3 on Project No. R071321196 in LEE County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from a common section corner for Section 14, 15, 22 and 23 thence S00°32'30"E a distance of 520.10 feet to the northwest corner of Lot 8, Pepperell Manufacturing Company Subdivision of the Frisbee Tract, as recorded in Plat Book 3, Page 16, in the office of the Judge of Probate of Lee County, Alabama, and the True Point of Beginning of the property herein described;

Thence N89°27'30"E, along the north line of said Lot 8, 875.70 feet, more or less, to the westerly right of way line of Cunningham Drive;

Thence S00°43'21"E along said present right-of-way line a distance of 25.90 feet to a point on the acquired right-of-way line 72.60 feet right of Hi-Pack Drive station 33+24.17;

Thence S89°16'39"W along the present right-of-way line a distance of 31.85 feet to a point on the acquired right-of-way line 60.00 feet right of Hi-Pack Drive station 33+00.00;

Thence N79°36'04"W along the acquired right-of-way line a distance of 64.46 feet to a point on the acquired right-of-way line 30.00 feet right of Hi-Pack Drive station 32+50.00;

Thence S81°30'37"W along the acquired right-of-way line a distance of 99.29 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 31+50.00;

Thence following the curvature thereof and along said acquired right-of-way line an arc

distance of

116.92 feet (said arc having a chord bearing of S70°16'56"W, a counterclockwise direction, a chord distance of 116.77 feet and a radius of 675.00 feet) to a point on the acquired right-of-way line

25.00 feet right of Hi-Pack Drive station 30+28.76;

Thence S65°19'12"W along the acquired right-of-way line a distance of 576.24 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 24+52.52;

Thence S50°11'52"W along the acquired right-of-way line a distance of 59.35 feet to the west line of the aforementioned Lot 8;

Thence N0°32'30"W, 339.05 feet. More or less, to the point and place

of Beginning; The above described parcel contains 2.763 acres, more or

less.

Temporary Construction Easement 1 of 1:

Commencing from a common section corner for section 14, 15, 22 and 23 thence S00°32'30"E a distance of 892.72 feet to a point on the temporary easement line, said point being 70.00 feet right of Hi-Pack Drive station 23+65.37, also being the Point of Beginning of the property herein described;

Thence N00°32'30"W along the grantor's west property line a distance of 32.87 feet to a point on the acquired right-of-way line 40.00 feet right of Hi-Pack Drive station 23+97.01;

Thence N50°11'52"E along the acquired right-of-way line a distance of 57.50 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 24+52.52;

Thence N65°19'12"E along the acquired right-of-way line a distance of 576.24 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 30+28.76;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of

116.77 feet (said arc having a chord bearing of N70°16'56"E, a clockwise direction, a chord distance of 116.77 feet and a radius of 675.00 feet) to a point on the acquired right-of-way line

25.00 feet right of Hi-Pack Drive station 31+50.01;

Thence N81°30'37"E along the acquired right-of-way line a distance of 99.29 feet to a point on the acquired right-of-way line 30.00 feet right of Hi-Pack Drive station

32+50.00;

Thence S79°36'04"E along the acquired right-of-way line a distance of 64.46 feet to a point on the acquired right-of-way line 60.00 feet right of Hi-Pack Drive station 33+00.00;

Thence N89°16'39"E along the acquired right-of-way line a distance of 31.85 feet to a point on the west present right-of-way line of Cunningham Drive;

Thence S00°43'21"E along said present right-of-way line a distance of 32.64 feet to a point on the temporary easement line 102.30 feet right of Hi-Pack Drive station 33+13.57;

Thence S89°22'36"W along the temporary easement line a distance of 120.71 feet to a point on the temporary easement line 70.00 feet right of Hi-Pack Drive station 32+20.08;

Thence following the curvature thereof and along said temporary easement line an arc distance of 171.66 feet (said arc having a chord bearing of S73°09'01"W, a counterclockwise direction, a chord distance of 171.66 feet and a radius of 630.00 feet) to a point on the temporary easement line 70.20 feet right of Hi-Pack Drive station 23+83.57;

Thence S65°19'12"W along the temporary easement line a distance of 171.66 feet to the point and place of beginning;

The above described parcel contains 0.932 acre, more or less.

2. **Closing/Possession.** The closing date will be on or before September 20, 2025, with possession to be given to the City at the time of closing. The closing shall take place at City Hall located at 204 South 7th Street or at such other place as the Parties may agree in writing. At closing, the Owner shall execute and deliver to the City a good and sufficient warranty deed conveying to the City good and marketable title to the Property, subject only to (the "Permitted Encumbrances):

- (a) all rights-of-way and easements for public utilities, as recorded in the Lee County Probate Office.

(b) the lien for general real estate taxes for the year of closing and subsequent years not yet due and payable.

(c) all zoning ordinances and subdivision regulations for the City of Opelika.

All liens and title exceptions and defects other than the Permitted Encumbrances, including without limitation, all mortgages and security interests in the Property, shall be removed, cured, paid and satisfied of record by the Owner at or before closing. In the event title of the Property is found defective and not good and merchantable, then upon notification thereof by the City to the Owner, Owner shall have a reasonable time to correct the defects, but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising under this Agreement shall terminate.

3. **Closing Costs.** The costs of preparing, executing and acknowledging any deeds or other instruments required to convey good and marketable title to the City in the manner described in this Agreement shall be paid by Owner. All costs of recording deeds or instruments shall be borne by the City.

4. **“As Is” Acquisition.** Except as expressly provided in this Agreement, the City is acquiring the Property “AS IS” and “WHERE IS”, without any representations or guarantees of any nature, express or implied, oral or written, past, present or future regarding the condition of the Property. Owner makes no representations regarding the condition of the Property.

5. **Owner’s Representations and Warranties.** Owner hereby represents and warrants to and covenants with the City as follows, which representations and warranties shall be true and accurate as of the date of closing:

(a) Owner is FTC Investments, LLC duly organized, validly existing and in good standing under the laws of the State of Alabama.

- (b) Owner has full power and right to enter into and perform its obligations under this Agreement, including conveying the Property as herein described.
- (c) There are no lawsuits pending or threatened against the Owner or the Property that would affect the transaction contemplated under this Agreement.
- (d) The Property is not subject to any mortgage, lien or special assessment.

6. **No Broker or Agent Involved.** The Owner and the City represent and warrant to each other that neither the Owner nor the City has dealt with, consulted or engaged any real estate broker or agent in connection with this transaction. Each party hereby agrees to indemnify and hold the other Party harmless from any liability, claim, demand, cost or expense, including reasonable attorney's fees, that it may incur or suffer by reason of the claims of any real estate broker or agent who may claim to have dealt with, been consulted or engaged by the other Party.

7. **Construction of Hi-Pack Extension.** The City shall, at its expense, design and construct, or cause to be designed or constructed, an extension of Hi-Pack Drive from the extension for the Brookwood Subdivision for approximately 800 feet and to construct a roundabout at the intersection of Hi Pack Drive and Cunningham Drive, subject to the following:

- (a) The design work shall include all surveying, all work for preparation of plans and specifications, construction documents and invitation for bids.
- (b) The street shall be a two- to three-lane asphalt public road, as depicted in Exhibit "A", which shall include curb and gutter and appropriate drainage structures, and a roundabout. The City shall construct the street in accordance with the design standards and specifications contained in the City's Public Works Manual.
- (c) The street shall generally follow the route as shown in Exhibit "A" attached hereto.
- (d) The City shall install or cause to be installed sanitary sewer lines and a water main within the right-of-way in accordance with design standards and specifications contained in the City's Public Works Manual.

- (e) The City shall construct a sidewalk and shared use path along the street in accordance with the design standards and specifications contained in the Public Works Manual.
- (f) The City shall be solely responsible for all aspects of wetland mitigation related to the Project and shall obtain and maintain all required permits, including those necessary by the U.S. Army Corps of Engineers.
- (g) The roadway shall be constructed and opened by April 30, 2026.
- (h) The City agrees to maintain and repair the Hi Pack Drive extension, as needed, to ensure that said street remains safe and convenient to the public.

8. **Supersedes Prior Agreements.** This Agreement supersedes all agreements previously executed by the Parties with respect to the Property and constitutes the sole and only agreement between them respecting the Property and correctly sets forth the obligations to each other as of its date.

9. **Governing Law.** This Agreement and the terms and conditions thereof shall be governed by the laws of the State of Alabama and venue shall be in the Circuit Court of Lee County, Alabama.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Time of Essence.** Time is of the essence in this Agreement.

12. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any persons other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

13. **Amendments.** This Agreement may only be amended by written agreement signed by the Owner and the City.

14. **Further Assurances.** The Owner and the City agree to execute all such instruments and documents and to take all such actions which are reasonably necessary to carry out this Agreement or accomplish its interest.

15. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Owner and the City or between either or both of them and any third party.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2025.

FTC INVESTMENTS, LLC.

BY: _____
GLYNNE E. SMITH, ITS MANAGER

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

RUSSELL A. JONES, MMC
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GLYNNE E. SMITH, whose name as Manager of FTC INVESTMENTS, LLC, 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 trustee 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 _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

STATE OF ALABAMA
COUNTY OF LEE

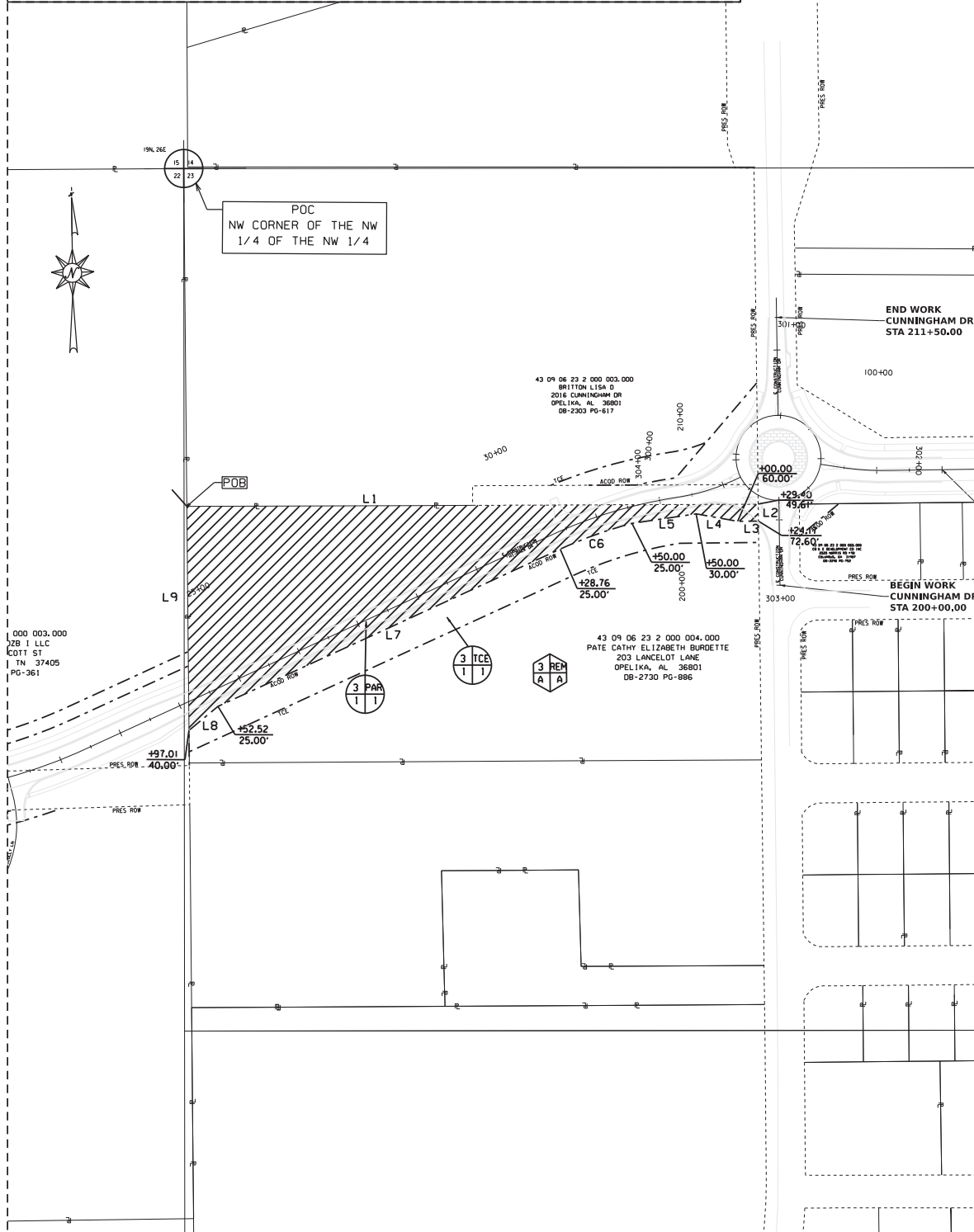
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and RUSSELL JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me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

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

EXHIBIT "A"

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	N89°27'30"E	875.70			
L2	S00°43'21"E	25.90			
L3	S89°16'39"W	336.11			
L4	N79°36'04"W	25.90			
L5	S81°30'37"W	31.85			
C6		116.77	675.00	S70°16'56"W	116.92
L7	S65°19'12"W	576.24			
L8	S50°11'52"W	59.35			
L9	N00°32'30"W	339.05			

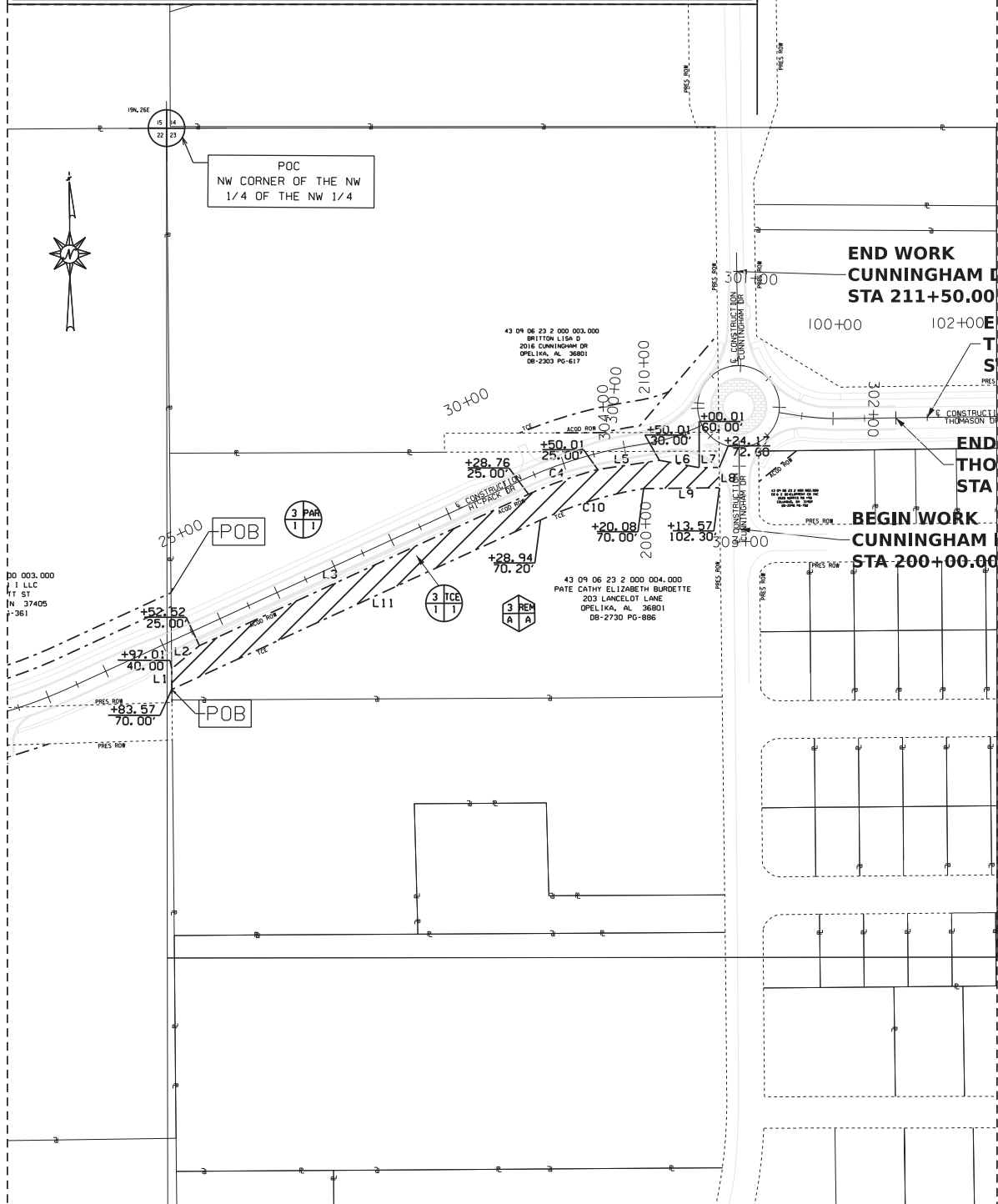


TRACT NUMBER: 3
 OWNER: PATE CATHY
ELIZABETH BURDETTE
 TOTAL ACREAGE: 7.869
 R/W REQUIRED: 2.763
 REQUIRED TCE: 0.932
 REMAINDER: 5.068

CITY OF OPELIKA

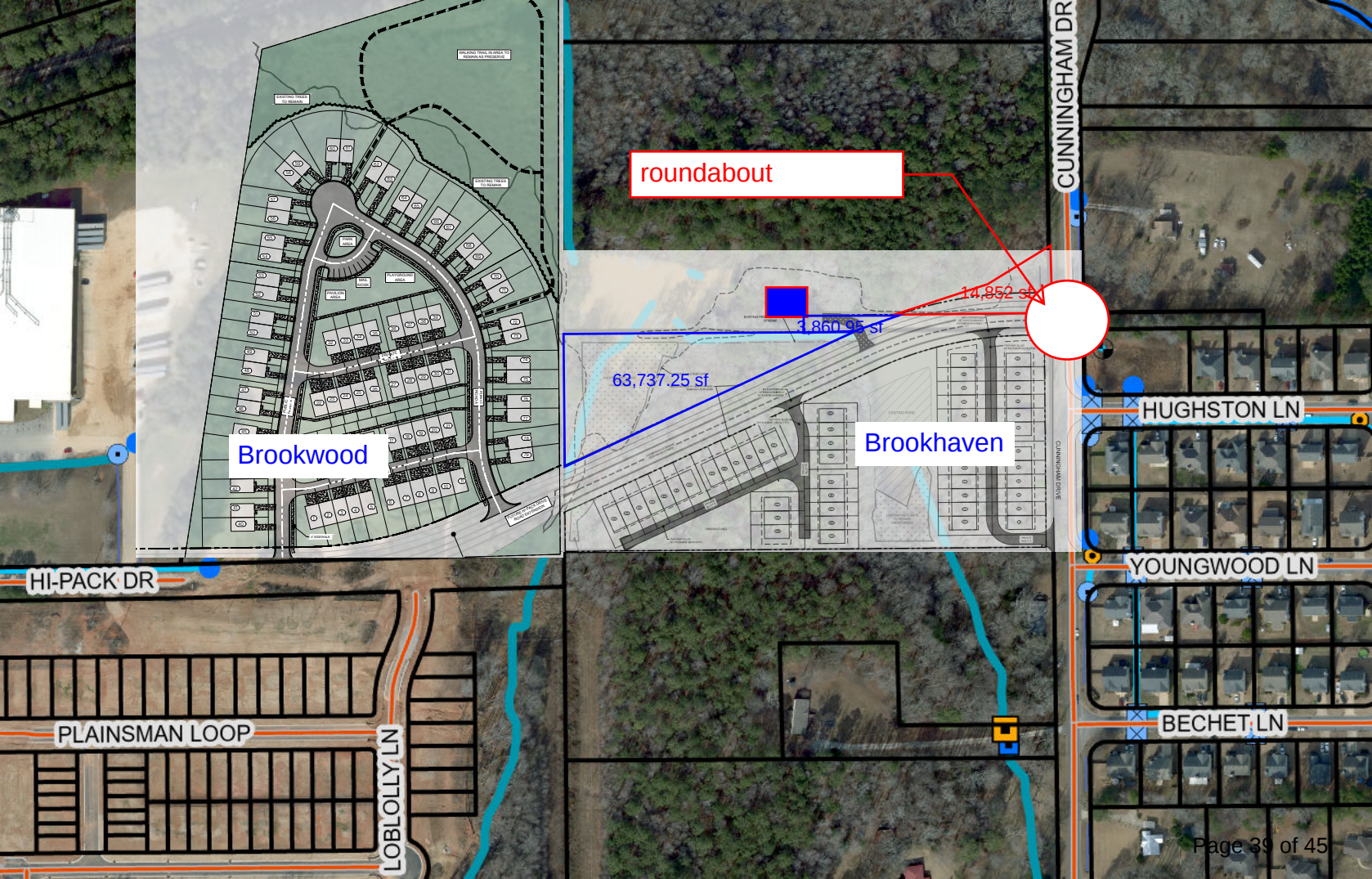
PROJ NO: R071321196
 COUNTY: LEE
 SCALE: 1" = 200'
 DATE: 8/12/2025
 SKETCH: 1 OF 2

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	N00°32'30"W	32.87			
L2	N50°11'52"E	57.50			
L3	N65°19'12"E	576.24			
C4		116.77	675	N70°16'56"E	999.94
L5	N81°30'37"E	99.29			
L6	S79°36'04"E	64.46			
L7	N89°16'39"E	31.85			
L8	S00°43'21"E	32.64			
L9	S89°22'36"W	120.71			
C10		171.66	630	S73°09'01"W	172.19
L11	S65°19'12"W	645.19			



TRACT NUMBER: 3
 OWNER: PATE CATHY
ELIZABETH BURDETTE
 TOTAL ACREAGE: 7.869
 R/W REQUIRED: 2.763
 REQUIRED TCE: 0.932
 REMAINDER: 5.068

CITY OF OPELIKA
 PROJ NO: R071321196
 COUNTY: LEE
 SCALE: 1" = 200'
 DATE: 08/12/2025
 SKETCH: 2 OF 2



roundabout

14,852 sq ft

3,860 sq ft

63,737.25 sf

Brookwood

Brookhaven

HI-PACK DR

PLAINSMAN LOOP

LOBLOLLY LN

CUNNINGHAM DR

HUGHSTON LN

YOUNGWOOD LN

BECHET LN

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for LED Streetlights for the Power Services Department; and

WHEREAS, Wesco Distribution, Inc. submitted the lowest bid but was disqualified due to an incomplete response; and

WHEREAS, Gresco Utility Supply submitted the next low bid meeting specifications; and

WHEREAS, funds are 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 Gresco Utility Supply on their bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Gresco Utility Supply on an as-needed basis.
3. That the Mayor be authorized to execute all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2025.

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid – Bid #25019 – We are asking the Council to approve a contract for LED Streetlights

FACTS:

- Bid opening date – 7/7/25
- User Department – Power Services
- The bid was mailed to 5 vendors
- 3 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to Gresco Utility Supply on their bid meeting specifications on an as-needed basis.**

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Custodial Services for the Parks and Recreation Department; and

WHEREAS, Top Notch Cleaning submitted the lowest bid meeting specifications; and

WHEREAS, funds are 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 Top Notch Cleaning on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Top Notch Cleaning. The bid for the first, second, and third years is \$10,005.00 per month. The amount charged for additional services not included in the bid is \$21.00 per hour.
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 _____, 2025.

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid – Bid #25021 – We are asking the Council to approve a contract for Custodial Services for the Parks and Recreation Department

FACTS:

- Bid opening date – 7/7/25
- User Department – Parks and Recreation
- The bid was mailed to 11 vendors
- 4 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend bid be awarded to Top Notch Cleaning on their low bid meeting specifications. The bid for the first, second, and third years is \$10,005.00 per month. The amount charged for additional services not included in the bid is \$21.00 per hour.

