



**CITY OF OPELIKA  
CITY COUNCIL  
REGULAR MEETING AGENDA**

300 Martin Luther King Blvd.

**April 7, 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. W. George Allen - President of the City Council.
4. PLEDGE OF ALLEGIANCE
  1. Cale White and Andrea Hernandez-Rodriguez from Opelika Middle School.
5. ADOPTION OF THE AGENDA
  1. Motion to Adopt the CM Agenda for 04-07-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
  1. Minutes from the 03-17-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
  1. Empty Bowls Check Presentation to the Food Bank of East Alabama.
  2. Proclamation for Character Week in Opelika.
  3. Proclamation for Sexual Assault Awareness Month.
  4. Employee Service Awards.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
  1. Public Hearing - Project Development Agreement with GMB USA Alabama, Inc.
  2. Public Hearing - Demolition - 203 Darden Street.
  3. Public Hearing - Demolition - 1904 Trimble Street.

4. Public Hearing - Demolition - 1905 Trimble Street.
  5. Public Hearing - Amend Zoning Ordinance & Map: 4600 block Birmingham Hwy, 113.4 Acres, from R-2 to C-3, GC-P.
  6. Public Hearing - Amend Zoning Ordinance & Map: 1500 block Century Blvd, 42.73 Acres, from R-3 to R-5.
  7. Public Hearing - Amend Zoning Ordinance & Map: 598 Dunlop Drive, 21.11 Acres, from R-1 to R-2 and R-3.
  8. Public Hearing - Amend Zoning Ordinance & Map: 3310 Society Hill Road, 18.1 Acres, from R-1 to C-2, GC-P.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA
1. **General Business:** Request Alcohol License - Marathon 1001 Inc DBA Front Porch Liquor, Lounge Retail Liquor Class 2 (Package Store).
  2. **General Business:** Request Alcohol License - Marathon 1001 Inc DBA Marathon Food Mart, Retail Beer Off Premise.
  3. **General Business:** Request Alcohol License - Tienda El Paraiso LLC DBA Tienda El Paraiso, Retail Wine On Premise.
  4. **General Business:** Request Alcohol License - TP Hospitality Consulting, LLC DBA Opelika Wine Company, Retail Wine and Beer Off Premise.
  5. **General Business:** Request Downtown Street Closure - Start/Finish of Long Distance Bike Ride on 05-09-26.
  6. **General Business:** Request Temporary Street Closure - Sportsplex Tri for Kids on 08-01-26.
  7. **Bid:** Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls - OPS (\$ as needed).
  8. **Resolution:** Expense Reports from Various Departments.
  9. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
  10. **Resolution:** Purchase - Front Loader Rental Agreement - OES (\$124,800).
  11. **Resolution:** Accept Donation of Property from SMB Land, LLC for West Ridge Park - P&R.
  12. **Resolution:** Accept Public Infrastructure and Utilities of Various Subdivisions - ENG.
  13. **Resolution:** Appoint Underwriter and Bond Counsel for the Acquisition of General Obligation School Warrants - ADMIN.
  14. **Resolution:** Approve Asset Disposition Services Agreement with PropertyRoom.com, Inc. - OPD.
  15. **Resolution:** Approve License Agreement with BOE for Fireworks Exhibition and Display - P&R.
  16. **Resolution:** Demolition - 1905 Trimble Street.

17. **Resolution:** Request Refund of Sewer Fees Paid in Error - Thomas McCauley (\$1,333.29).
18. **Resolution:** Special Appropriation to AO Tourism for Hosting AJGA Golf Tournament at Grand National - ED (\$10,000).
19. **Resolution:** Special Appropriation to the Boys and Girls Clubs of East Alabama (\$7,500).
20. **Resolution:** Special Appropriation to Envision Opelika - Character Council (\$2,500).
21. **Resolution:** Special Appropriation to KOB for 2026 Garden in the Park (\$2,500).
22. **Appointment:** Reappoint Jasper Snipes to the Board of Parks and Recreation. New Term expires 03-15-2031.
23. **Appointment:** Reappoint Antione Harvis to the Board of Education. New Term expires 04-01-2031.

12. GENERAL BUSINESS

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

13. AWARDING OF BIDS

14. RESOLUTIONS

1. Approve Certain Tax Abatements and Exemptions for Car Tech, LLC - ED.
2. Approve Project Development Agreement with GMB USA Alabama, Inc. - ED.
3. Demolition - 1904 Trimble Street.

15. ORDINANCES

1. Amend Zoning Ordinance & Map: 1550 and 1570 N Uniroyal Road, 12.5 Acres, from R-2 to C-2, GC-P - 2nd Reading.
2. Amend Zoning Ordinance & Map: 4600 block Birmingham Hwy, 113.4 Acres, from R-2 to C-3, GC-P - 2nd Reading.
3. Amend Zoning Ordinance & Map: 1500 block Century Blvd, 42.73 Acres, from R-3 to R-5 - 2nd Reading.
4. Amend Zoning Ordinance & Map: 598 Dunlop Drive, 21.11 Acres, from R-1 to R-2 and R-3 - 2nd Reading.
5. Amend Zoning Ordinance & Map: 3310 Society Hill Road, 6.59 Acres, from R-1 to C-2, GC-P - 2nd Reading.
6. Amend Chapter 17, Article 5 of the City Code of Ordinances: Pre-Trial Diversion Program - 1st Reading.
7. Amend the Development Plan for the Cedar Creek PUD - 1st Reading.

16. APPOINTMENTS

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

18. ADJOURN

1. Character Trait of the Month - Kindness, the quality of being friendly, generous, and considerate.
2. Motion to Adjourn.

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



# CITY COUNCIL MINUTES

300 Martin Luther King Blvd.

**March 17, 2026**

**TIME: 6:00 PM**

1. A CALL TO ORDER

President Allen called the council meeting to order at 06:01 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

Before the invocation, Mr. Beams asked for a moment of silence for Captain Alex Klinner and the 5 others who gave their lives for their country during the current conflict in the Middle East.

3. INVOCATION

Mr. Jamison provided the invocation.

1. Bill Jamison from the Church of the Highlands.

4. PLEDGE OF ALLEGIANCE

Mr. Jones led the Pledge of Allegiance.

1. Russell A. Jones, MMC - City Clerk.

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 03-17-26.

**MOTION TO ADOPT THE AGENDA: UNANIMOUS**

**RESULT:** Passed

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

**SECONDER:** Councilman Ward 5 Todd Rauch

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

**NAYS:** None

**ABSTAIN:** None

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

1. Minutes from the 03-03-26 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. Rauch made a motion to approve. Ms. Whatley seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

1. City's Financial Summary Report for February 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. February 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 asked members of the Character Council and Reverend Earl Ballard, with his family, to come up front and join him with Ms. Whatley. Ms. Whatley then recognized Rev. Ballard as the March 2026 Citizen of Excellent Character, spoke about why she chose Rev. Ballard for the award, and how he exemplified the character trait of the month: Compassion. Mayor Smith then read the certificate and presented it to Rev. Ballard.

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

1. Public Hearing - Request to Vacate a Portion of N 12th 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 vacation of a portion of N 12th Street. No one came forward to speak. President Allen closed the public hearing.

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

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

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

Carolyn Reed of 520 White Road spoke first. Ms. Reed spoke against the rezoning of 598 Dunlop Drive and White Road, and cited the concerns agreed upon by the Opelika Planning Commission with their negative recommendation. Ms. Reed asked that the council uphold the Planning Commission's

recommendation.

Buddy Bruce of 505 White Road spoke next. Mr. Bruce also spoke against the rezoning of 598 Dunlop Drive and White Road. Mr. Bruce stated they were not against new development but would like for the part on White Road to be a lower density than what had been proposed.

11. CONSENT AGENDA

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

Mr. Beams requested that Consent Agenda item #3 be removed and placed on the regular agenda.

President Allen stated that Consent Agenda item #3 would now be placed as General Business #1 on the regular agenda.

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

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

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

1. **General Business:** Request Alcohol License - Tienda El Paraiso LLC, Retail Wine Off Premise and Retail Beer On Premise.  
**APPROVED BY UNANIMOUS CONSENT**
2. **General Business:** Request Alcohol License - Opelika Auburn Films Arts Collective DBA Boxcar, Retail Wine and Beer On and Off Premise.  
**APPROVED BY UNANIMOUS CONSENT**
3. **General Business:** Request Downtown Street Closure - Taste of the Town Event on 04-28-26.  
**APPROVED BY UNANIMOUS CONSENT**
4. **General Business:** Request Downtown Street Closure - O-Grows Market Event on 05-02-26.  
**APPROVED BY UNANIMOUS CONSENT**
5. **Resolution:** Expense Reports from Various Departments.  
**RESOLUTION NO. 059-26**  
**APPROVED BY UNANIMOUS CONSENT**
6. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.  
**RESOLUTION NO. 060-26**  
**APPROVED BY UNANIMOUS CONSENT**

7. **Resolution:** Purchase (624) Toter 96 Gal Evr II Carts - OES (\$37,608).  
**RESOLUTION NO. 061-26**  
**APPROVED BY UNANIMOUS CONSENT**
8. **Resolution:** Approve Proposal for Pentera Software - IT (\$81,053.84).  
**RESOLUTION NO. 062-26**  
**APPROVED BY UNANIMOUS CONSENT**
9. **Resolution:** Approve Professional Services Contract with KPS Group - PLAN (\$85,400).  
**RESOLUTION NO. 063-26**  
**APPROVED BY UNANIMOUS CONSENT**
10. **Resolution:** Accept Donation of Property from CB&E Development Co. Inc. for Cunningham Dr. Roundabout - ENG.  
**RESOLUTION NO. 064-26**  
**APPROVED BY UNANIMOUS CONSENT**
11. **Resolution:** Approve Employment Contract with Patrick McCulloch - HR.  
**RESOLUTION NO. 065-26**  
**APPROVED BY UNANIMOUS CONSENT**
12. **Resolution:** Approve New Job Description for the Position of Public Safety Cadet - HR.  
**RESOLUTION NO. 066-26**  
**APPROVED BY UNANIMOUS CONSENT**
13. **Resolution:** Special Appropriation to the Chamber of Commerce - 20 Under Forty (\$1,250).  
**RESOLUTION NO. 067-26**  
**APPROVED BY UNANIMOUS CONSENT**
14. **Resolution:** Special Appropriation to Envision Opelika - Worthy Squared 5K (\$500).  
**RESOLUTION NO. 068-26**  
**APPROVED BY UNANIMOUS CONSENT**

12. GENERAL BUSINESS

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

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

President Allen asked for a motion to approve the request for a specialty license. Mr. Rauch made a motion to approve. Ms. Holmes seconded the motion.

During discussion, Ms. Whatley made a motion to table the agenda item. Mr. Beams seconded the motion to table the agenda item. The following vote was recorded:

**MOTION TO TABLE AGENDA ITEM: 3 TO 2**

**RESULT:** Passed

**MOVER:** Councilwoman Ward 3 Leigh Whatley

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

**AYES:** Councilman Ward 1 - President Allen, Councilwoman Ward 3 Whatley, Councilman Ward 4 - President Pro-Tem Beams

**NAYS:** Councilwoman Ward 2 Hughley-Holmes, Councilman Ward 5 Rauch  
**ABSTAIN:** None

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Approve Request to Vacate a Portion of N 12th Street - PLAN.

**RESOLUTION NO. 069-26**

**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

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinances.

1. Approve Annexation Petition by Janie Powers and John Morgan, 4.6 Acres, 223 Lee Road 799 - 2nd Reading.

**ORDINANCE NO. 011-26**

**SECOND READING AND APPROVED: UNANIMOUS**

**RESULT:** Passed

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

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

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

**NAYS:** None

**ABSTAIN:** None

2. Declare 601 Avenue A Surplus Property and Approve Conveyance - 2nd Reading.

**ORDINANCE NO. 012-26**

**SECOND READING AND APPROVED: UNANIMOUS**

**RESULT:** Passed

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

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

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

**NAYS:** None

**ABSTAIN:** None

3. Amend Zoning Ordinance & Map: 1550 and 1570 N Uniroyal Road, 12.5 Acres, from R-2 to C-2, GC-P - 1st Reading.  
**FIRST READING: INTRODUCED**  
President Allen asked for a member of the council to introduce the ordinance. Ms. Holmes introduced the ordinance.
4. Amend Zoning Ordinance & Map: 4600 block Birmingham Hwy, 113.4 Acres, from R-2 to C-3, GC-P - 1st Reading.  
**FIRST READING: INTRODUCED**  
President Allen asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance.
5. Amend Zoning Ordinance & Map: 1500 block Century Blvd, 42.73 Acres, from R-3 to R-5 - 1st Reading.  
**FIRST READING: INTRODUCED**  
President Allen asked for a member of the council to introduce the ordinance. Mr. Beams introduced the ordinance.
6. Amend Zoning Ordinance & Map: 598 Dunlop Drive, 21.11 Acres, from R-1 to R-2 and R-3 - 1st Reading.  
**FIRST READING: INTRODUCED**  
President Allen asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance.
7. Amend Zoning Ordinance & Map: 3310 Society Hill Road, 6.59 Acres, from R-1 to C-2, GC-P - 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)
- Mattie Clark of 706 Orchard Avenue, Opelika, spoke first. Ms. Clark spoke about the continued need for a guard rail around the pond on 1st Avenue. Ms. Clark also asked for consideration to be appointed to the Alabama Council on Human Relations board.

Denise Grimes of 245 Lee Road 186, Opelika, spoke next. Ms. Grimes spoke about the need for local businesses, like Top Shelf Alternatives, for people that are in need of their services. Ms. Grimes stated that she would have to consider driving to another state, to get what she needed, if the city could not approve these types of businesses.

18. ADJOURN

The City Council meeting minutes of March 17, 2026, are hereby adopted and approved this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
President of City Council

ATTEST:

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

1. Character Trait of the Month - Compassion, a sympathetic consciousness of others distress with a desire to alleviate it.  
President Allen read the character trait of the month and asked for a motion to adjourn.
2. Motion to Adjourn.

**MOTION TO ADJOURN: UNANIMOUS**

**RESULT:** Passed

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

**SECONDER:** Councilwoman Ward 3 Leigh Whatley

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

**NAYS:** None

**ABSTAIN:** None

The council meeting ended at 06:27 pm.



From the Governing Body of  
Opelika, Alabama



◆  
❧  
Proclamation



**WHEREAS**, the City of Opelika knows the importance of having citizens with honorable character qualities based on the moral standards upon which our nation and legal system are established. We desire to build upon our heritage in making Opelika a place where families are strong, neighbors are caring, homes and streets are safe, education effective, businesses productive, and citizens free to make wise choices for their lives and their families; and

**WHEREAS**, we recognize that individuals are responsible for their actions and that daily decisions should be based upon sound timeless values and are the basis of universally recognized character qualities, including kindness, courage, loyalty, diligence, generosity, truthfulness, honesty, and obedience; and

**WHEREAS**, a lack of commitment to these values and irresponsibility have resulted in an increasing number of significant problems causing personal, social, and financial consequences to individual family members and to society. When people fail to adhere to positive character qualities or make poor moral choices, the health, safety, and welfare of the citizens are endangered, resulting in an increased financial burden upon the taxpayers for the costs of lower productivity, increased social services, and additional law enforcement; and

**WHEREAS**, our children learn and develop best in a safe school atmosphere in which character is exemplified, taught, and strengthened. Research shows that workplace morale, employee safety, productivity, and corporate performance are significantly improved where positive character qualities are expected and recognized, and such actions are essential in competition in a global market; and

**WHEREAS**, the Character Council of Opelika has been organized for promoting, developing, and reinforcing a strong character environment in all aspects that touch the lives of Opelika's citizens; will identify and recognize the "best practices" and resources that build and reinforce positive character attributes; and facilitate access, coordination, and implementation of these resources and "best practices" to continue Opelika's recognition as a *City of Character*.

**NOW, THEREFORE**, I, Eddie Smith, Mayor of the City of Opelika, Alabama, do hereby proclaim the week of April 20 – April 24, 2026, as "*Character Week in Opelika*" and call upon all citizens of Opelika to extend the hand of fellowship to their neighbors, and unite in service to our community.

**IN WITNESS WHEREOF**, I have hereunder set my hand and caused the seal of Opelika, Alabama, to be affixed this the 7<sup>th</sup> day of April 2026.

C. E. "Eddie" Smith, Jr.  
Mayor, City of Opelika



From the Governing Body of  
Opelika, Alabama



Proclamation



**WHEREAS**, April marks Sexual Assault Awareness Month (SAAM): a time to honor 25 years of progress and recommit to creating safer communities for all. This year's theme, "**25 Years Strong: Looking Back, Moving Forward**,"; and

**WHEREAS**, for 25 years, SAAM has supported survivors, raised awareness, and inspired action to prevent sexual assault, abuse, and harassment. As we reflect on how far we have come, we also recognize the work that lies ahead; and

**WHEREAS**, prevention starts with all of us. It is in how we support one another, practice consent, and create spaces rooted in care and respect. When we act with intention, we move closer to a future free from violence; and


**WHEREAS**, we honor the survivors who have shared their stories and the advocates who have led the way. Their courage reminds us that prevention is possible and that each of us has a role to play; and

**WHEREAS**, as we look to the next 25 years, we renew our commitment to building a future free from sexual violence. Together, we can continue to strengthen prevention, support healing, and create communities where everyone feels safe and valued.

- *Most women and men across all sexual identities who experienced contact sexual violence reported that the person who harm them was someone they knew (Chen, et al., 2023)*
- *Over 53% of women and over 29% of men reported experiencing contact sexual violence (Chen, et al., 2023)*
- *1 in 5 male victims reported only male perpetrators, 1 in 2 had only female perpetrators, and about 1 in 6 had both male and female perpetrators (Chen, et al, 2023)*
- *More than 1 and 4 non-Hispanic Black women (29%) in the United States were raped in their lifetime (Basile et al., 2022)*
- *1 in 3 Hispanic women (34.8%) reported unwanted sexual contact in their lifetime (Basile et al., 2022)*
- *More than 4 in 5 American Indian and Alaska Native women (84.3%) have experienced violence in their lifetime (Rosay, 2016)*
- *32.9% of adults with intellectual disabilities have experienced sexual violence (Tomsa et al., 2021).*
- *47% of all transgender people have been sexually assaulted at some point in their lives (James et al., 2016)*

**NOW, THEREFORE, I, Eddie Smith**, Mayor of the City of Opelika, Alabama do hereby proclaim **April 2026 as "Sexual Assault Awareness Month" in Opelika, Alabama.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of Opelika, Alabama, to be affixed this the **7<sup>th</sup> day of April 2026.**

  
C. E. "Eddie" Smith, Jr.  
Mayor, City of Opelika

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

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 6:00 p.m. on Tuesday, April 7, 2026, in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 642 to the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) approving the execution and delivery of a Project Agreement (the “Agreement”) and approving certain tax abatements and exemptions by and among the City, Opelika Industrial Development Authority (“OIDA”) and GMB USA Alabama, Inc., an Alabama corporation, (the “Company”) to be dated the date of delivery with respect to a proposed new manufacturing facility to be located in the City (the “Facility” or the “Project”).

Pursuant to the Agreement, the Company will agree to establish an automotive plant to be located at 95 Orr Avenue within the Orr Industrial Park in the corporate limits, requiring an initial capital investment of approximately nine million, six hundred thousand dollars (\$9,600,000), subject to changes, plus or minus, in the equipment and construction costs. The Company estimates that it will initially employ approximately seventy-five (75) full-time employees at the Facility. In consideration for the obligations of the Company under the Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Agreement, including cash incentives, job performance incentives, tax abatements and infrastructure improvements.

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

The business entity to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value is GMB USA Alabama, Inc.

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

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

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

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

DATED this the 19<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the March 19,2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

February 2, 2026

TO:

Norman A. Koplou  
401 Parkaire Crossings  
Marietta, GA 30068

N.A.K., Inc.  
1801 Rocky Brook Road  
Opelika, AL 36801

**NOTICE OF DANGEROUS BUILDING, FINDING OF  
PUBLIC NUISANCE AND ORDER TO REMEDY**

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building (the store) located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Norman A. Koplou and/or N.A.K., Inc., is the owner of the real property described in the Notice. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

**Street Address: 203 Darden Street, Opelika, AL 36801**

**Legal Description: Lot 1, Block 2, Palmer Property Subdivision, Lee County**

**Parcel Identification Number: 43-10-03-08-2-001-064.000**

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on December 3, 2025. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:

(Check all that apply)

- (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.

- (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.

- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
  
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
  
- (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
  
- (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

**NOTICE** is hereby given to remedy the unsafe or dangerous condition by demolition of the building (the store) on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building (the store) on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

**Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, to discuss the findings of the Building Official.** At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building (the store) located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7<sup>th</sup> Street, Opelika, Alabama.

**You will further take note that:**

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first

furnish the grantee, transferee, mortgagee or lessee a true copy of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call Jeff Kappelman, the Building Official assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

**DATED** this the \_\_\_\_ day of February, 2026.

Sincerely,

---

Jeff Kappelman  
Building Official of the City of Opelika, Alabama  
700 Fox Trail  
Opelika, AL 36801  
334-705-5420



02/26/2018



02/26/2018



02/26/2018



02/26/2018



02/26/2018



02/26/2018



02/26/2018



02/26/2018



02/26/2018



02/26/2018



Jan 13, 2026 at 10:15:13 AM

203 Darden St

Opelika AL 36801

United States



Jan 13, 2026 at 10:15:36 AM

203 Darden St  
Opelika AL 36801  
United States



February 2, 2026

TO:

Sam Pollard, Jr.  
800 E Towne Lake Cir  
Opelika, AL 36804

Daisy Pollard  
800 E Towne Lake Cir  
Opelika, AL 36804

**NOTICE OF DANGEROUS BUILDING, FINDING OF  
PUBLIC NUISANCE AND ORDER TO REMEDY**

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building (the store) located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Sam Pollard Jr., and Daisy Pollard, are the owners of the real property described in the Notice. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

**Street Address: 1904 Trimble Street, Opelika, AL 36801**

**Legal Description: Part of Lot 4, Block 236 of Totten’s Official Map of Opelika, Alabama, and to find the beginning point, commence at the intersection of Trimble Drive by Hill Street, or Road (on the West Side of Trimble Drive and the South side of Hill Street, or Road) and run in a southerly direction along the West side of Trimble Drive 100 feet to the beginning point and from this point continue in a Southerly direction along the West side of Trimble Drive 50 feet, thence run West 100 feet parallel with the South line of Lot 4 of Block 236 of Totten’s Official Map of Opelika, AL, thence run in a Northerly direction parallel with Trimble Drive 50 feet, thence run East 150 feet to point of beginning on Trimble Drive, and said lot is bounded on North by lot of Eddie Pollard; on South by lot of Deek Springer; on the East by Trimble Drive; on the West by Edge land.**

**Note: The deed contained a typo and the Street Name for Hill Street was typed as Hall Street in the Deed. The legal description above has been corrected to the correct street name of Hill Street.**

**Parcel Identification Number: 43-10-04-18-3-002-141.000**

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on November 24, 2025. Based upon said inspection, the building located on

the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:  
(Check all that apply)

- (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device,

flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

**NOTICE** is hereby given to remedy the unsafe or dangerous condition by demolition of the building (the store) on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building (the store) on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

**Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, to discuss the findings of the Building Official.** At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building (the store) located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7<sup>th</sup> Street, Opelika, Alabama.

**You will further take note that:**

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(4) It is unlawful for any person who has received this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call Jeff Kappelman, the Building Official assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

**DATED** this the \_\_\_\_ day of February, 2026.

Sincerely,

---

Jeff Kappelman  
Building Official of the City of Opelika, Alabama  
700 Fox Trail  
Opelika, AL 36801  
334-705-5420

Nov 24, 2025 at 1:53:09 PM  
1903 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:53:12 PM

1903 Trimble St

Opelika AL 36801

United States



Nov 24, 2025 at 1:53:28 PM  
1904 Trimble St  
Opelika, AL 36801  
United States



2025 Sat 11:40 PM  
1904 Numbler St  
Opelika AL 36801  
United States



Nov 24 2025 at 1:54:02 PM  
1904 Timber St  
Opelika, AL 36801  
United States



Nov 24, 2025 at 1:54:22 PM  
1902 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:54:44 PM  
1902 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:43 PM  
902 Triple St  
Opelika AL 36801  
United States



Nov 24, 2025 at 11:50 AM

1902 Trimble St  
Opelika AL 36801  
United States



Jan 13, 2026 at 9:26:07 AM

1905 Trimble St  
Opelika AL 36801  
United States

NOTICE OF UNLAWFUL OCCUPANCY  
 PUBLIC NUISANCE AND VIOLATION OF ORDINANCE

The undersigned hereby certifies that the above described property is in violation of the Ordinance of the City of Opelika, Alabama, relating to the occupancy of public structures and buildings. It is hereby ordered that the occupants of the above described property be notified of this violation and that they be given a reasonable opportunity to correct the violation within a specified period of time. If the violation is not corrected within the specified period of time, the undersigned is authorized to take such action as may be necessary to enforce the Ordinance of the City of Opelika, Alabama, relating to the occupancy of public structures and buildings.

Best Witness: 1905 Trimble Street, Opelika, AL 36801  
 Local Government: Opelika, Alabama  
 Date of Issuance: 1/13/2026

For more information, please contact the City of Opelika, Alabama, at (205) 370-1234.

**ATTENTION!**  
 Occupancy Prohibited

THIS STRUCTURE DOES NOT MEET THE MINIMUM CODE STANDARDS OF THE CODES OF THE CITY OF OPELIKA.

STRUCTURE RELATIONS ARE UNCORRECTED PLUMBING, HEATING, MECHANICAL, ELECTRICAL, BUILDING, FIRE CODES AND ZONING ORDINANCE.

It is prohibited to occupy any of the STRUCTURE as a DWELLING until the necessary repairs, additions or changes are made as recommended by the building inspector in order to bring the building up to standard as specified in the above codes.

CITY OF OPELIKA  
 Building Inspection Division  
 LOCATION OF PROPERTY: 1905 TRIMBLE STREET  
 1905 TRIMBLE STREET, OPELIKA, AL 36801  
 IF YOU WANT TO REMOVE THIS NOTICE CONTACT: (205) 370-1234

Jan 13, 2026 at 9:26:16 AM  
1905 Trimble St  
Opelika AL 36801  
United States



February 2, 2026

TO:

Essie Lee Torbert  
c/o Angela Torbert  
P.O. Box 461  
Opelika, AL 36803

**NOTICE OF DANGEROUS BUILDING, FINDING OF  
PUBLIC NUISANCE AND ORDER TO REMEDY**

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building (the store) located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Essie Lee Torbert is the owner of the real property described in the Notice. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

**Street Address: 1905 Trimble Street, Opelika, AL 36801**

**Legal Description: A certain house and lot, being a portion of Lot 4, in Block 236 of Totten’s Official Map of the City of Opelika, Alabama, said lot is described by beginning at the Southeast Corner of said Lot 4, in said Block 236 of Totten’s Official Map of the City of Opelika, Alabama, and running along the East line of said Lot 4, in said Block 236, in a Northerly direction 655 feet to the beginning point for description of lot to be conveyed by this deed, and FROM SAID BEGINNING POINT as so fixed, continue along said East Line of said Lot 4, in said Block 236, in a Northerly direction 50 feet, thence run in a Westerly direction parallel with the South line of said Lot 4, in said Block 236, 185 feet to Trimble Drive, thence run in a Southerly direction along the East side of said Trimble Drive, 50 feet, thence run in an Easterly direction and parallel with the South line of said Lot 4, in said Block 236 of Totten’s Map of the City of Opelika, Alabama, 185 feet to the East line of said Lot 4, of said Block 236, of Totten’s Official Map, at point of beginning for description of this Lot, situated in the City of Opelika.**

**Parcel Identification Number: 43-10-04-18-3-002-123.000**

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on November 24, 2025. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:

(Check all that apply)

- (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

**NOTICE** is hereby given to remedy the unsafe or dangerous condition by demolition of the building (the store) on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time

specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building (the store) on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

**Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, to discuss the findings of the Building Official.** At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building (the store) located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7<sup>th</sup> Street, Opelika, Alabama.

**You will further take note that:**

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(4) It is unlawful for any person who has received this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”.

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call Jeff Kappelman, the Building Official assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

**DATED** this the \_\_\_\_ day of February, 2026.

Sincerely,

---

Jeff Kappelman  
Building Official of the City of Opelika, Alabama  
700 Fox Trail  
Opelika, AL 36801  
334-705-5420

Nov 24, 2025 at 5:29 PM  
1904 Tumble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:55:44 PM  
1904 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:55:55 PM

1905 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:56:13 PM  
1905 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 1:57:28 PM

1905 Tangle St

Opelika AL 36801

United States



Nov 24, 2025 at 1:57:32 PM

1905 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2023 at 1:57:39 PM

4905 Trimble St

Opelika AL 36801

United States



Nov 24, 2025 at 1:57:48 PM

1905 Trimble St

Opelika AL 36801

United States



Nov 24, 2025 at 1:57:55 PM  
1905 Trimble St  
Opelika AL 36801  
United States



Nov 24, 2025 at 4:58 PM  
1903  
Opelika, AL 36801  
United States



Jan 13, 2026 at 9:25:22 AM

903 Powledge Ave

Opelika AL 36801

United States

NOTICE TO REMOVE  
UNLAWFUL OCCUPANTS  
AND/OR REMOVE UNLAWFUL  
OCCUPANCY  
This notice is given to you because the  
premises are the property of the  
City of Opelika, Alabama. The  
premises are currently occupied by  
you or your family, and you are  
not the owner of the premises.  
The City of Opelika, Alabama, has  
determined that the premises are  
being used for an unlawful purpose,  
and you are not the owner of the  
premises. You are hereby notified  
that you must remove yourself and  
your family from the premises  
within 10 days of the date of this  
notice. If you fail to do so, the  
City of Opelika, Alabama, may  
take legal action against you to  
remove you and your family from  
the premises.

**ATTENTION!**  
Occupancy Prohibited  
This notice is given to you because the  
premises are the property of the  
City of Opelika, Alabama. The  
premises are currently occupied by  
you or your family, and you are  
not the owner of the premises.  
The City of Opelika, Alabama, has  
determined that the premises are  
being used for an unlawful purpose,  
and you are not the owner of the  
premises. You are hereby notified  
that you must remove yourself and  
your family from the premises  
within 10 days of the date of this  
notice. If you fail to do so, the  
City of Opelika, Alabama, may  
take legal action against you to  
remove you and your family from  
the premises.

Jan 13, 2026 at 9:25:43 AM  
1905 Trimble St  
Opelika AL 36801  
United States



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

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

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

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

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

From a R-2 District (Low Density Residential District) to a C-3, GC-P District (General Commercial, Gateway Corridor-Primary District), the parcel of land hereinafter described:

Part Sec 9 T19N R26E: Commence Northeast corner; West 375’ South to beginning; West 2330’ South; South 185’; West 500’ to East right-of-way North Auburn Road; South 820’ South on right-of-way to Northeast right-of-way U.S. Highway 280; Southeast 3170’ South on right-of-way; Northeasterly 355’ South on right-of-way; Northeast 245.7’; Northeast 522’; North 600’ South; Northwesterly 380’ South; North 1350’ South to Point of Beginning.

The above-described parcel contains 113.4 acres and is located in the 4600 Block of Birmingham Highway, Opelika, Alabama.

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

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

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

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

WITNESS my hand this the 12<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

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

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

Please publish the foregoing Notice one (1) time in the March 12, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

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

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

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

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

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

Lot 3 of Century Park Subdivision, Opelika Section, according to the plat thereof recorded in Plat Book 39, Page 94, in the Office of the Judge of Probate of Lee County, Alabama, containing 42.73 acres, more or less

The above-described property contains 42.73 acres, more or less, and is located in the 1500 block of Century Boulevard, Opelika, Alabama.

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

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

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

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

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

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

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

/s/ Russell A. Jones, MMC

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CITY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

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

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

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

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

Commencing at a 1" open top pipe at the northeast corner of Section 11, Township 19 North, Range 26 East, Opelika, Lee County, Alabama; Thence South 47° 22' 18" West, a distance of 1885.23 feet to a point of beginning of a parcel of land more fully described as follows;

From said point of beginning, thence South 03° 16' 24" East, a distance of 131.00 feet to a point;

Thence South 40° 10' 11" East, a distance of 542.38 feet to a point;

Thence South 37° 35' 32" East, a distance of 376.59 feet to a point;

Thence South 55° 01' 44" West, a distance of 90.92 feet to a point;

Thence North 85° 40' 28" West, a distance of 304.92 feet to a point;

Thence South 04° 18' 47" West, a distance of 429.21 feet to a point;

Thence North 85° 41' 47" West, a distance of 155.86 feet to a point;  
Thence North 04° 20' 12" East, a distance of 210.48 feet to a point;  
Thence North 85° 45' 41" West, a distance of 17.05 feet to a point;  
Thence North 04° 14' 51" East, a distance of 139.86 feet to a point;  
Thence North 85° 43' 44" West, a distance of 260.21 feet to a point;  
Thence North 04° 01' 57" East, a distance of 253.62 feet to a point;  
Thence North 27° 10' 16" West, a distance of 647.94 feet to a point;  
Thence North 49° 38' 10" East, a distance of 97.23 feet to the beginning of a non-tangential curve,  
Said curve to the right having a radius of 330.00 feet, a chord bearing of North 83° 30' 41" East, a chord distance of 37.83 feet, and arc length of 37.85 feet;  
Thence North 86° 45' 45" East, a distance of 396.39 feet to the point of beginning, said parcel containing 14.00 acres or 609,757.93 square feet, more or less.

From a R-1 District (Rural District) to a R-3 District (Low Density Residential District), the parcel of land hereinafter described:

Commencing at a 1" open top pipe at the northeast corner of Section 11, Township 19 North, Range 26 East, Opelika, Lee County, Alabama; Thence South 54° 11' 59" West, a distance of 2335.85 feet to a point of beginning of a parcel of land more fully described as follows;

From said point of beginning, thence South 27° 10' 16" East, a distance of 647.94 feet to a point; Thence South 04° 01' 57" West, a distance of 253.62 feet to a point;  
Thence North 85° 43' 44" West, a distance of 132.31 feet to a point;  
Thence South 04° 25' 56" West, a distance of 20.28 feet to a point;  
Thence North 85° 34' 04" West, a distance of 60.17 feet to a point;  
Thence North 81° 55' 22" West, a distance of 89.84 feet to a point;  
Thence North 41° 30' 55" West, a distance of 116.62 feet to a point;  
Thence North 27° 10' 58" West, a distance of 239.97 feet to a point;  
Thence North 19° 40' 28" West, a distance of 459.47 feet to a point;  
Thence South 86° 23' 31" East, a distance of 225.00 feet to a point;  
Thence North 49° 38' 10" East, a distance of 159.42 feet to the point of beginning, said parcel containing 7.11 acres or 309,790.6 square feet, more or less.

The above-described parcels contain 21.11 acres and are located at 598 Dunlop Drive, Opelika, Alabama.

This rezoning request is being sent to the Council with a negative recommendation by the Planning Commission. According to the Planning Commission, the proposed, more intensive use is not compatible with the scale and character of the adjacent, lower-density residential properties.

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

Section 4. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

WITNESS my hand this the 12<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the March 12, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

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

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

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

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

From a R-1 District (Rural District) to a C-2, GC-P District (Office/Retail, Gateway Corridor-Primary District), the parcel of land hereinafter described:

Commencing at the Northeast corner of Lot 2-A-2 of the Administrative Plat of Broad Metro LLC Lot 2-A Redivision; thence N89°46'22"E a distance of 331.43 feet; thence N89°53'07"E a distance of 95.41 feet to the Point of Beginning; thence N89°53'07"E a distance of 99.67 feet; thence S05°16'50"E a distance of 395.73 feet; thence S74°31'26"E a distance of 221.04 feet; thence S38°30'18"E for a distance of 204.92 feet; thence S07°26'48"E a distance of 395.46 feet; thence N75°28'10"W a distance of 447.16 feet; thence N69°30'25"W a distance of 101.04 feet; thence N00°01'47"W a distance of 857.75 feet to the Point of Beginning. Described parcel contains 6.59 acres,

more or less.

The above-described parcel contains 18.1 acres and is located at 3310 Society Hill Road, Opelika, Alabama.

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

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

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

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

WITNESS my hand this the 12<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the March 12, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

MARATHON 1201 INC.

Business Name: FRONT PORCH LIQUOR. (DBA)



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~~ *C.P.*
- RETAIL WINE ON PREMISE Schedule #77 \$ 300.00
- RETAIL BEER ON PREMISE Schedule #78 \$ 75.00
- RETAIL BEER OFF PREMISE Schedule #79 \$ 50.00
- LOUNGE RETAIL LIQUOR CLASS 2 Schedule #80 \$2,250.00  
(PACKAGE STORE)
- SPECIAL RETAIL BEER AND WINE LICENSE FOR PUBLIC AND PRIVATE GOLF COURSES.  
Schedule # 81 \$ 250.00
- SPECIAL EVENTS RETAIL LICENSE Schedule # 82 \$ 100.00
- BREWPUB Schedule # 28 \$ 750.00
- MANUFACTURER Schedule # 28 \$ 500.00
- DANCE HALL Schedule #16 \$ 110.00
- SPECIAL RETAIL MORE THAN 30 DAYS Schedule #16 \$ 250.00



Business Name: MARATHON 1001 INC  
MARATHON FOOD MART



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

**CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE**

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

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





Business Name: Tienda El paraiso LLC

REVENUE

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

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

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

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



TV Hospitality DBA

Business Name: Opelika Wine Company



REVENUE

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

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

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

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





## DOWNTOWN STREET CLOSURE REQUEST APPLICATION

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

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

(334) 705-5110

[rjones@opelika-al.gov](mailto:rjones@opelika-al.gov)

204 South 7<sup>th</sup> Street

Opelika, AL 36801

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

Updated September 26, 2025

**Before submitting your request, please note the following:**

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

**The following information is required to complete this application:**

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

**#1 - Event Contact Information**

Organization/Individual making this request

KAREN GILMORE (AO TOURISM) on behalf of Opelika Okey Dokey

Point of Contact for this request

- Name (First/Last) KAREN GILMORE
- Daytime Tel. # (334) 734-2987
- Email Address Karen@aotourism.com
- Mailing Address 200 S 6th St., Opelika AL 36801

**#2 - Event Details**

- What is the date of your event? SATURDAY, MAY 9th
- Time your event starts (CST) 8:00 AM
- Time your event ends (CST) 5:00 PM
- Time of set up and barricade block (CST) ~ 5:00 AM
- Anticipated number of participants ~ 300
- Event Type: BIKE RACE  
(parade, march, assembly, rally, market, memorial, etc.)
- How many extra garbage cans do you need? 6 GARBAGE + 5 RECYCLING  
**You are required to get extra cans.**

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

N. RAILROAD AVE, BETWEEN 7th + 8th St.

**#2 - Event Details (cont'd)**

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

- | YES                                 | NO                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will anyone be selling anything at your event? (Food, merchandise, etc.)        |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does your event involve any part of Courthouse Square?                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will you use a PA system or have any music at your event?                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Would you like the city's music feed turned OFF during your event?              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will you require electrical power for your event?                               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will your event involve any fireworks, confetti, streamers, powder, etc.?       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will your event have any signage, banners, etc.?                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Do you have sufficient volunteers for your event?                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will your event have any temporary structures, stages, tents, inflatables etc.? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | You have contacted all businesses affected by the road closure.                 |

### #3 - Statement of Responsibility

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

- My request will be reviewed and must be approved by the Opelika City Council.
- The requesting organization/individual is responsible for ensuring all vendors have the proper licensing to conduct their business within the City of Opelika. *Unlicensed businesses are subject to fines and/or removal from the premises.*
- All items brought in for the event and resulting waste shall be removed or properly disposed of immediately following the end of the event/same day as event. You are required to request and pay for extra garbage cans for your event. Payment arrangements must be made prior to event. Opelika Environmental Services will place event cans downtown. It is your responsibility to move those cans throughout your event, as well as place them back in original location immediately following the event. Please do not put excess garbage or uncontained items on the right-of-way. If you have excess garbage, please contact the OES Director at 334-744-4131.
- No dyes, chemicals, animals, people, foreign objects, etc. are allowed in the fountain. Any damage to the fountain will result in a fine to cover the full cost of repairs and cleaning.
- You are not to hang or attach anything to city property, signage, or local businesses without written approval.
- All sound ordinances shall be adhered to.
- Barricades will be placed at the intersections adjacent to the streets approved to be closed. It is your responsibility to place them in the roadway for your approved closure time and to return them to where they were dropped off at the end of your event.
- An approved street closure request does NOT guarantee all vehicles will be removed from the affected street(s) prior to your event.
- An approved street closure request does NOT give you the authority to tow/forcibly remove any legally parked vehicles.
- If you do not clean up after your event, or if you cause any damage to city property, you could be banned from future approval and use.
- You are allowed to place flyers on the windshield of vehicles within your approved closure request up to 24 hours in advance of your event if it is done in a way that does not damage the vehicle. (No tape, sticky paper, anything that would stain or scratch, etc.)



Signature

03/13/2026

Date



## Street Map


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

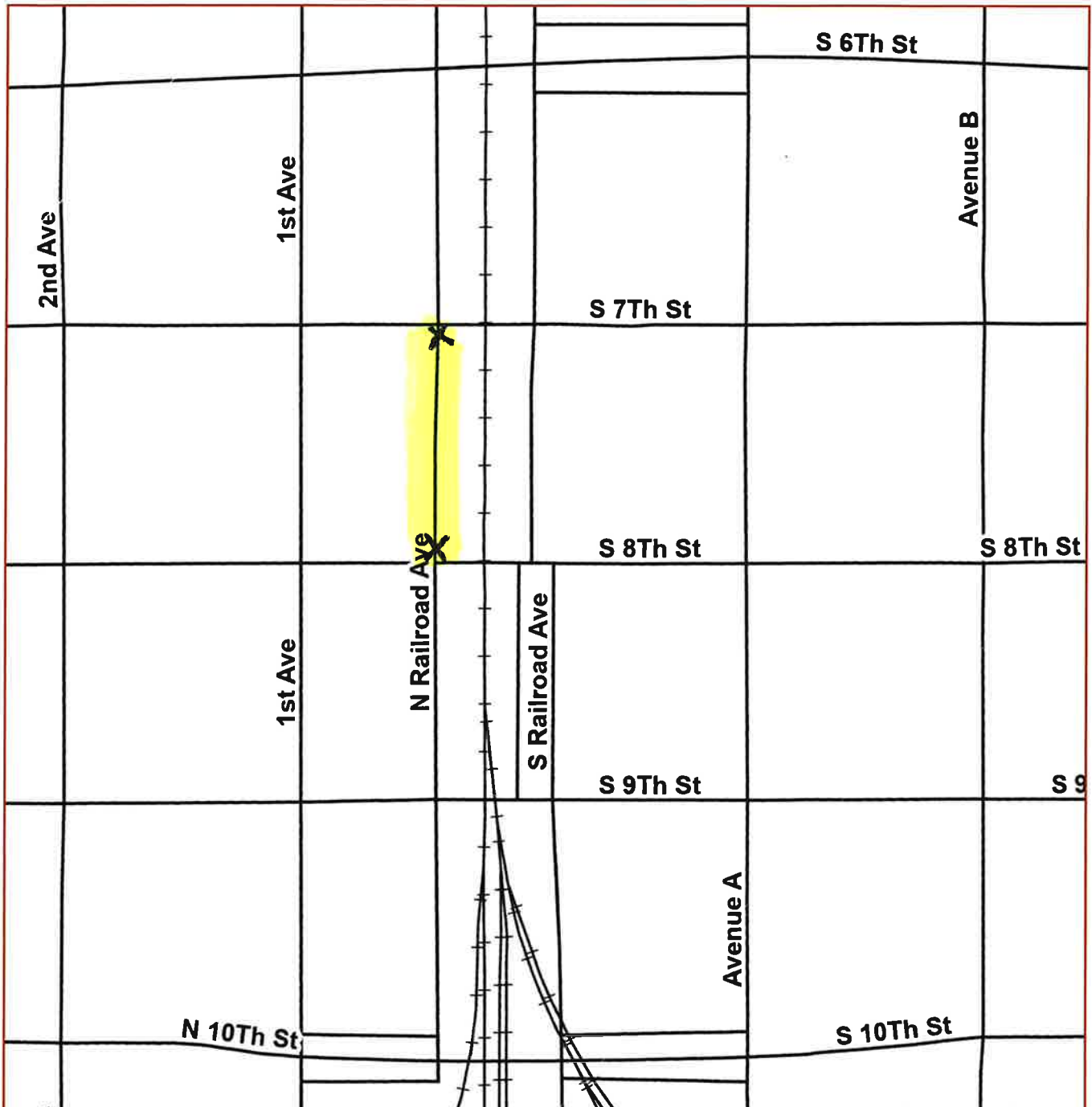
Please Note:

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

**X** = Barricade Location

 = Requested Street

 = Parade/March Path





## REQUEST TEMPORARY STREET CLOSURE

DATE this request made: 11/8/2025

NAME OF INDIVIDUAL: Laurie Clark  
ADDRESS: 800 Lee Road 338  
Salem, AL 36874  
PHONE #: 901-338-0011  
EMAIL Address: LaurieJoClark@gmail.com

NAME OF ORGANIZATION: Sportsplex Tri for Kids  
ADDRESS: 1001 Sportsplex Parkway  
Opelika, AL 36801  
PHONE #: 901-338-0011 - sportsplextriforkids@gmail.com

REASON FOR REQUEST: **The Sportsplex Tri for Kids would like to have part of the portion on Sportsplex Parkway. The swim and run will be entirely on the Sportsplex Complex and has been approved by them. There isn't enough distance to have the bike portion.**

### Information needed:

1. Date of event. - **Saturday, August 1, 2026**
2. Start and end time. - **7:15 am - 9:00 am**
3. Est. number of participants. - **200**
4. Map of route or detailed route description with start/end points. - **Attached - Route is marked in Yellow. It will be an out and back route, with turn-around right before the round-a-bout.**
5. Specific location on route of street barricades if needed. - **Barricades will be needed on Sportsplex Parkway at the round-a-bout, at Sportsplex Parkway and Andrews, and to the entrance to Hidden Lakes Subdivision. They are marked on the map in Red.**
6. If barricades are needed, you must provide volunteers to man all barricades during the entire event. **We will have volunteers to man all barricades.**
7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will be put out the day of the event and taken up immediately following the end of the event. **Signs will be placed at the round-a-bout, at the Sportsplex Parkway entrance to Hidden Valley Subdivision, and at Sportsplex Parkway and Andrews. They will be put out at the beginning of the race and taken down right after the race.**

Note: If event is to be held in downtown Opelika, your request must first be approved by Opelika Main Street and then the Mayor & City Council.

A handwritten signature in black ink, appearing to be 'Laurie Clark', written over a horizontal line.

SIGNED:

NAME (printed): Laurie J Clark

Email completed form & information to:

Russell A. Jones, CMC  
City Clerk  
[rjones@opelika-al.gov](mailto:rjones@opelika-al.gov)  
334-705-5110

Contacts:

For barricades, call Mike Hilyer at ESG/Public Works: 705-5413

For additional garbage cans or recycling cans, call Terry White at Environmental Services: 705-5480

ROANOKE  
JUNCTION

Lake Condy

Andrews



Opelika Sportsplex  
& Aquatics Center

Sportsplex Pkwy.

Sportsplex Pkwy.

Industrial Blvd.

Andrews Rd.

Lake Condy Rd.

W Point Pkwy.

W Point Pkwy.

Leo Ln.

Hanson St.

29

64

64

N Uniroyal Rd.

W Point Pkwy.

Hollow Rd.



Winn-Dixie

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

**WHEREAS**, the Purchasing Department opened sealed bids for a contract for Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls for the Power Services Department; and

**WHEREAS**, G&W Electric Co. submitted the sole bid meeting specifications; and

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

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

- 1. That the contract be awarded to G&W Electric Co. on their sole bid meeting specifications.
- 2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to G&W Electric Co. on an as-needed basis.
- 3. That the Mayor be authorized to execute all documents pertaining to this contract.
- 4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

ATTEST:

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

## **FACT SHEET**

**SUBJECT:** Sealed Bid #26012 – We are asking the council to approve a contract for Viper-ST Solid Dielectric Reclosers & SEL-651R2 Control

### **FACTS:**

- Bid opening date – 3/9/26
- User Department(s) – Power Services
- The bid was mailed to 10 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

### **RECOMMENDATION:**

**Recommend the contract be awarded to G&W Electric Co. on their sole bid meeting specifications on an as-needed basis.**



**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 -----
Leigh Krehling	Community Relations	\$ 223.30
Mandy Johnson	Parks & Recreation	\$ 313.20
Grace Dark	Economic Development	\$ 427.03

- 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**

Leigh Krehling

**DEPARTMENT**

Community Relations

**PERIOD ENDING**

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED 3/18/26	Mobile, AL					111.65						111.65
THU												0.00
FRI 3/20/26	Opelika, AL					111.65						111.65
SAT												0.00
<b>WEEKLY CATEGORY TOTALS \$</b>			0.00	0.00	0.00	0.00	223.30	0.00	0.00	0.00	0.00	223.30

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

PRCA Conference

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
3/18/26	229 miles	111.65
3/20/26	229 miles	111.65
	(less car allowance)	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee

Signature

*Leigh Krehling*  
*Leigh Krehling*

Department Head

City Administrator

*Jeff Miley*

**EXPENSE REPORT**

NAME Mandy Johnson DEPARTMENT Parks + Rec

PERIOD ENDING 3/2/26

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

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
2/26/2026	Huntsville					\$156.60					\$ -
3/2/2026	Opelika					\$156.60					\$ -
											\$ -
											\$ -
											\$ -
											\$ -
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<b>WEEKLY CATEGORY TOTALS \$</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 313.20	\$ -	\$ -	\$ -	\$ 313.20

DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT
			APPROVED BY _____ EXP. VERIFIED _____ FOOTING VERIFIED _____ INV. PRICE BIO PRICE _____ OK TO PAY _____ A/C # _____	

DATE	\$, PARKING, REPAIRS, ETC	AMOUNT
26-Feb	Opelika to Huntsville 216 mileage	\$156.60
2-Mar	Huntsville to Opelika 216 mileage	\$156.60

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  
Swim Meet

METHOD OF REIMBURSEMENT  
MAIL TO:  
Sent check to Sports pay

SIGNATURE  
Mandy Johnson

APPROVED BY  
San Darty



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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	DJI Matrice Drone	87003451
2.	1	Ea.	2015 Chevy Tahoe	87003044
3.	1	Ea.	2017 Chevy Tahoe	87003107
4.	1	Ea.	2014 Chevy Tahoe	87002938
5.	1	Ea.	2015 Chevy Tahoe	87003012
6.	1	Ea.	2001 Dodge Pickup	87002042
7.	1	Ea.	2010 International Bucket Truck	87002666
8.	1	Ea.	2018 Chevy Tahoe	87003129

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

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

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

ATTEST:

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

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

**WHEREAS**, the Environmental Services Department desires to enter into a Front Loader Rental Agreement on a multi-weekly, as-needed basis for up to one (1) year, utilizing Omnia Partners contract #2019000319; and

**WHEREAS**, Big Truck Rental LLC is the Omnia Partners contract vendor for the Front Loader Rental Agreement; and

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

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

1. That the lease be awarded to Big Truck Rental LLC, utilizing the Omnia Partners Contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Big Truck Rental LLC on a multi-weekly, as-needed basis in the amount of \$2,400.00 per week, not to exceed \$124,800.00.
3. That the Mayor be authorized to execute all documents pertaining to this lease.
4. That the Controller be authorized to adjust the budget as necessary for this lease.

**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



Company Address 4221 W. Boy Scout Blvd  
Suite 400  
Tampa, FL 33607

Prepared By Michael Giordano

Created Date 3/26/2026  
Email mgjordano@bigtruckrental.com  
Quote Number 00082912

**CUSTOMER INFORMATION**

Billing Customer City of Opelika, AL  
Billing Contact Jasen Spoon  
Billing Address 700 Fox Trail  
Opelika AL 36801  
Billing Email [jspoon@opelika-al.gov](mailto:jspoon@opelika-al.gov)  
Billing Phone (305) 705-5480  
Billing Mobile (334) 705-2090

Rental Customer City of Opelika, AL  
Shipping Contact Jasen Spoon  
Shipping Address 700 Fox Trail  
Opelika AL 36801  
United States  
Shipping Email [jspoon@opelika-al.gov](mailto:jspoon@opelika-al.gov)  
Shipping Phone (305) 705-5480  
Shipping Mobile (334) 705-2090

**Product Details**

Chassis Vin	Product Family
Front Loader Rental on a multi-weekly basis	Front Loader

**Pricing Details**

Line Item Description	Quantity	Sales Price	Total Product Price	Rental Start Date	Rental End Date
Front Loader Rental on a multi-weekly basis	52.00	\$2,400.00	\$124,800.00	4/1/2026	3/31/2027

**RENTAL CONTRACT PRICING SUMMARY**

Order Subtotal	\$124,800.00	Total Amount Due	\$124,800.00
Total Security	\$0.00		
Deposit			
Total Transportation	\$0.00		
Cost			

**NOTES/EXPLANATION OF ADDITIONAL COSTS:**

Special Terms Pricing displayed is only charged at the time of rental - no upfront costs are required to participate in this contract.

Pricing is reflective of a 4-week billing cycle of (1) Front Loader and is based on OMNIA Partners Cooperative Contract #2019000319.

Actual transport cost will be determined at time of rental and will be dependent upon dealer availability.



**MASTER RENTAL AGREEMENT:** This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

**INSURANCE:** This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

**RENTAL RATE:** Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

**MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

**DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

**TIRES:** As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

**FUEL:** Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

**GOVERNMENT:** All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:

PURCHASE ORDER #:

\_\_\_\_\_

DATE:

BY:

\_\_\_\_\_

(Signature)

TAX ID #: \_\_\_\_\_

PRINT NAME:

STATE: \_\_\_\_\_

TITLE:  
\_\_\_\_\_

\_\_\_\_\_ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to [btrsales@bigtruckrental.com](mailto:btrsales@bigtruckrental.com) or fax to (813) 261-0821.



# Big Truck Rental

Driving Fleets to a More Efficient Tomorrow

## Flexible Fleet Solutions for Municipalities and Government Agencies

Big Truck Rental (BTR) provides short- and long-term refuse truck rentals to municipalities and government agencies across North America. As an OMNIA Partners supplier, BTR helps procurement professionals streamline fleet planning and gain immediate access to premium trucks—without capital investment or long procurement timelines.

With the only nationally serviced and maintained rental fleet in the industry, we deliver unmatched flexibility, responsiveness, and reliability to support municipal operations of any size.

Click Your Industry

Education | Government

# Public Sector

- K-12 Education
- Higher Education
- State & Local Government

## Why Municipalities and Government Agencies Choose BTR

- **Nationwide Coverage:** Service and delivery support available across the U.S. and Canada.
- **Newer Trucks, Less Downtime:** Our trucks average 10 months or less in age, reducing breakdowns and maintenance issues.
- **Rapid Deployment:** Get trucks fast—whether for a week, a season, or a full year.
- **Predictable Costs:** No surprises. Optional scheduled preventative maintenance packages available.
- **Scalable Contracts:** Expand or reduce your fleet as needs change.

## Equipment Rentals and Related Products and Services

City of Charlotte, NC | 2019000319

CONTRACT DOCUMENTATION

CONTACT US



# Big Truck Rental 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, or 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.



# Equipment Rentals and Related Products and Services

City of Charlotte, NC

Contract Number: 2019000319

Initial Term: November 1, 2018 through October 31, 2023

Renewal Options: Option to renew for two (2) additional two-year periods through October 31, 2027

**RENEWED THROUGH October 31, 2027**

## Executive Summary

- [Uniform Guidance](#)

## Contract Documents

- [2019000319 Master Agreement](#)
- [Disclosure of Investment Activities in Iran, Russia, and Belarus](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)

## RFP Documents

- [RFP 269-2018-047](#)
- [RFP 269-2018-047 Addendum 1](#)
- [RFP 269-2018-047 Addendum 2](#)
- [RFP 269-2018-047 Postings Document](#)

## Response Evaluation

- [AZ Compliance](#)

### INDUSTRIES

K-12 Education  
Higher Education  
Government  
Nonprofit  
Enterprise  
Corporate  
Private Equity  
Real Estate

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

**RESOLUTION ACCEPTING DONATION OF REAL PROPERTY  
FROM SMB LAND, LLC**

**WHEREAS**, SMB Land, LLC, is the owner of 33.05 acres of undeveloped land located in FoxRun Industrial Park (the “Property”); and

**WHEREAS**, the Property is more particularly described as follows:

Lot 42 and Lot 43, each according to the final plat of Westridge Crossing, a redivision of Lots 13 & 14 of a resubdivision of Lot-6 & a portion of Lot-8, Foxrun Industrial Park, First Revision First Addition, being a part of Sections 4 & 9, Township 19 North, Range 27 East, Opelika, Lee County, Alabama, all as shown by that certain map or plat thereof recorded in Plat Book 52, Page 74 in the Office of the Judge of Probate of Lee County, Alabama; and

**WHEREAS**, SMB Land, LLC, desires to donate the Property to the City of Opelika for the potential expansion of West Ridge Park; and

**WHEREAS**, the City Council has reviewed the donation proposal and has determined that it is both advisable and in the best interest of the City and its residents to accept the donation; and

**WHEREAS**, the City Council finds and determines that acceptance of the donation proposal will serve a public purpose by expanding the boundary of West Ridge Park to provide for future alternate access route to the facilities and by creating additional recreational opportunities, green space and pathways for the benefit of the citizens of the City of Opelika.

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

1. That the City Council finds and determines that the recitals hereinbefore stated as contained in the preambles to this Resolution are true and correct, and they are incorporated into and made a part of this Resolution, as legislative findings.

2. That the City of Opelika does hereby accept the donation of the Property.

3. That the Mayor and City Attorney, or their designees, are authorized to prepare and execute such documents as may be necessary to accept and complete the acquisition described herein.

4. That the City Council hereby expresses its gratitude to SMB Land, LLC, and its founder, Frank Plan, for their generous gift, which will allow the City to provide additional recreational opportunities for the community.

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

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

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

ATTEST:

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

THIS INSTRUMENT PREPARED BY:

Ryan Moore  
SMB Land, LLC  
107 N 9<sup>th</sup> St, Suite A  
Opelika Alabama 36801  
(334) 742-8050

Send Tax Notice To:

The City of Opelika, Alabama  
204 S 7th St  
Opelika, Alabama 36801

STATE OF ALABAMA )

COUNTY OF LEE )

**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **SMB LAND, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantor"), hereby remises, releases, quit-claims and conveys unto **THE CITY OF OPELIKA, ALABAMA** (hereinafter referred to as "Grantee"), the real property described on Exhibit A attached hereto, which real property is situated in Lee County, Alabama, to-wit.

**SUBJECT TO** all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

**TO HAVE AND TO HOLD** the aforegranted premises unto Grantee, and unto Grantees assigns forever, together with all appurtenances thereto and improvements thereon belonging or in anywise appertaining.

---

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

**Grantor's Name and Mailing Address:**

SMB Land, LLC  
107 N 9<sup>th</sup> St, Suite A  
Opelika, Alabama 36801

**Grantee's Name and Mailing Address:**

The City of Opelika, Alabama  
PO Box 3771  
Auburn, Alabama 36831

Property Address: 0 I-85, Opelika, AL 36801  
Assessor's Market Value: \$506,300  
Date of Sale: February 19, 2026

The Assessor's Market Value of the Property can be verified in the applicable property tax bills or assessments.

---

IN WITNESS WHEREOF, the undersigned Grantor has caused this Quitclaim Deed to be duly executed and delivered effective as of the date first written above.

**GRANTOR:**

**SMB LAND, LLC**


By:   
Name: John Manasco  
Its: Chief Operating Officer

STATE OF ALABAMA )

COUNTY OF Lee )

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that John Manasco, whose name as the Chief Operating Officer for **SMB LAND, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he, as such Chief Operating Officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of Feb, 2026.

  
Notary Public  
My Commission Expires: 9/18/28



**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

LOT 42 AND LOT 43, EACH ACCORDING TO THE FINAL PLAT OF WESTRIDGE CROSSING, A REDIVISION OF LOTS 13 & 14 OF A RESUBDIVISION OF LOT-6 & A PORTION OF LOT-8, FOXRUN INDUSTRIAL PARK, FIRST REVISION FIRST ADDITION, BEING A PART OF SECTIONS 4 & 9, TOWNSHIP 19 NORTH, RANGE 27 EAST, OPELIKA, LEE COUNTY, ALABAMA, ALL AS SHOWN BY THAT CERTAIN MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 52, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA

\*\* Preparer of this instrument is acting as scrivener only. No title search has been conducted\*\*

D 1003

NOTES:

- Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, 8TX OFF using the ADJUST CORRS as reference.
- Beats for Survey:
  - Boundary Survey for The City of Opelika Douglas Street Project, provided by client, dated November 20, 2020 by Mark L. Rice, Civil No. 35677.
  - A Re-Subdivision of Lot 8 & A Portion of Lot 9, Fox Run Industrial Park, First Revision, First Addition, Plat Book 13, Page 40, Probate Office, Lee County, Alabama.
  - Edge Road Subdivision, First Revision, Plat Book 15, Page 71, Probate Office, Lee County, Alabama.
  - Edge Road Subdivision, Second Revision, First Addition, Plat Book 15, Page 113, Probate Office, Lee County, Alabama.
- According to the FEMA FIA NFIP Flood Insurance Map (FIRM), Map No. 01081C0309H effective January 17, 2023, the subject property is located:
  - Zone A (red shaded) - Areas determined to be outside the 0.2% annual chance floodplain.
  - Zone A - This 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood. No Base Flood Elevation is determined.
- Any common areas shown on this plat shall be maintained by the Homeowners Association adopted and/or established by this plat.
- An easement is hereby granted to the City of Opelika and its utility companies serving the City of Opelika for the purpose of installing, operating, and maintaining poles, lines, guy wires, and other facilities. Total easement width is ten (10) feet wide with five (5) feet off each side of front and side lots.
- There is a ten (10) foot utility and drainage easement along the right-of-way of each lot.
- This survey was made without the benefit of an attorney's title opinion or title commitment. The surveyor's review of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
- There was no attempt in the field to determine the location or the extent of possible encroachments beneath the surface.
- This drawing becomes void if any alterations or changes are made by others.
- This drawing may not be altered or added to without permission from BSI Engineering Surveying, Inc.
- Development Data:
  - Total Number of Lots: 43
  - Area of Largest Lot: Lot 42 - 18.42 Acres (802,496 Sq. Ft.)
  - Area of Smallest Lot: Lots 2, 9, 10, 11 - 0.19 Acres (8,066 Sq. Ft.)
  - Total Acreage: 41.79 Acres (1,818,691 Sq. Ft.)

OPELIKA CERTIFICATES

Approved by the Opelika City Planning Commission, Opelika, Alabama  
 Chaired by Quinn Chesser Date: 8/29/23  
 Accepted by the Opelika City Planner, Opelika, Alabama:  
 Planner: Alamy Date: 9/15/23  
 Approved by the Opelika City Engineer, Opelika, Alabama:  
 City Engineer: John Yarn Date: 8/10/2023  
 Accepted by the Opelika Public Works Director, Opelika, Alabama:  
 Public Works Director: John Yarn Date: 8/10/2023  
 Accepted by the Opelika Water Board, Opelika, Alabama:  
 Opelika Water Board: Arinda Tinkler Date: 8/12/23  
 Accepted by the Opelika Power Services, Opelika, Alabama:  
 Opelika Power Services: Mark Date: 7/27/2023

FINAL PLAT OF  
**WESTRIDGE CROSSING**  
 A REDIVISION OF LOTS 13 & 14 OF A RESUBDIVISION OF LOT-6 & A PORTION OF  
 LOT-8, FOXRUN INDUSTRIAL PARK, FIRST REVISION FIRST ADDITION  
 BEING A PART OF SECTIONS 4 & 9, TOWNSHIP 19 NORTH, RANGE 27 EAST,  
 OPELIKA, LEE COUNTY, ALABAMA

**SURVEYOR CERTIFICATE**  
 I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.  
 Jonathan A. Ham, PLS  
 Alabama License No. 34751  
 Date: 8-20-25

DEDICATION

The State of Alabama  
 Lee County  
 We, SMB Land, LLC, an Alabama limited liability company, as owners of the real property shown on this plat hereby join in the statement of Jonathan A. Ham and certify that it is our intent to dedicate said land as shown.  
 In witness whereof, I have hereunto set my hand on this 22nd day of August, 2025.

Jonathan A. Ham  
 Chief Operating Officer, SMB Land, LLC

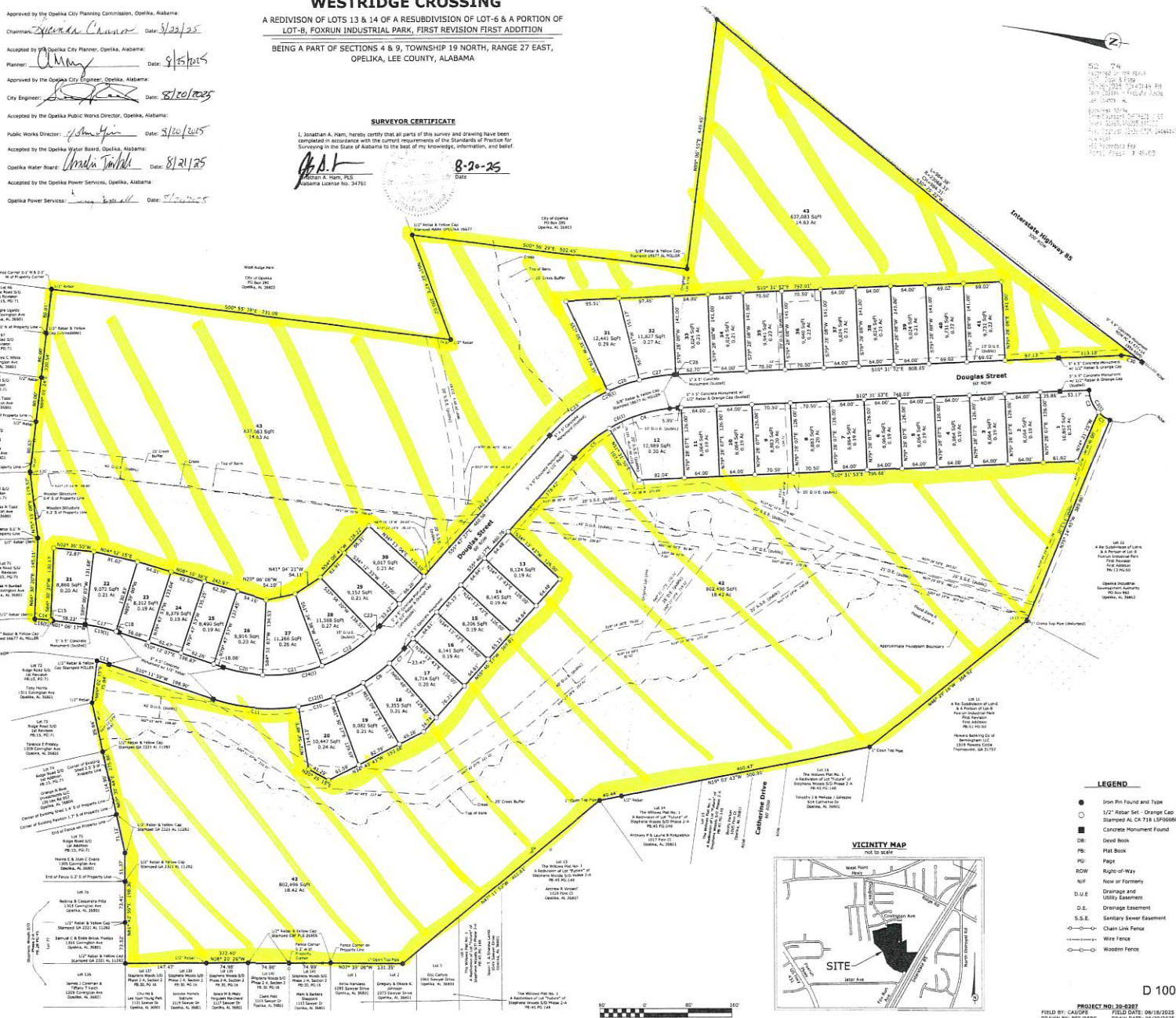
ACKNOWLEDGEMENT

The State of Alabama  
 Lee County  
 I, Jonathan A. Ham, a citizen of the State of Alabama, in and for said County in said State, hereby certify that SMB Land, LLC, whose name as Chief Operating Officer of SMB Land, LLC, 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 instrument, he, each officer with full authority, executed the same voluntarily on the day the same were date.  
 Given under my hand and official seal this 11th day of August, 2025.



Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C1	34.81	83.00	S24°10'58"W	34.33
C2	43.50	60.00	S58°40'07"W	42.50
C3	58.41	60.00	S47°02'29"W	64.70
C4	131.31	270.00	S24°32'05"E	130.04
C5	81.95	270.00	S47°09'54"E	81.64
C6	213.29	270.00	S11°12'49"E	207.79
C7	60.92	130.00	S70°29'49"E	58.80
C8	58.56	130.00	S44°30'21"E	58.47
C9	38.60	130.00	S33°40'11"E	38.52
C10	66.90	130.00	S24°45'28"E	65.98
C11	154.72	130.00	S03°24'32"E	153.28
C12	380.00	130.00	S24°47'51"E	359.35
C13	23.27	270.00	S07°39'02"W	23.27
C14	39.03	430.00	N03°13'22"W	39.02
C15	4.42	430.00	N00°37'39"W	4.42

Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C16	34.42	430.00	N62°57'47"W	34.44
C17	38.02	330.00	N04°48'48"E	37.94
C18	5.99	330.00	N09°51'58"E	5.99
C19	63.96	330.00	N04°48'48"E	63.88
C20	72.54	270.00	N02°32'50"E	72.32
C21	109.67	270.00	N11°47'30"W	108.97
C22	111.92	270.00	N40°33'37"E	110.72
C23	17.41	270.00	N50°54'34"W	17.41
C24	311.18	270.00	S51°40'23"E	294.24
C25	131.88	330.00	N44°21'21"W	131.02
C26	60.92	330.00	N07°37'07"W	60.69
C27	67.03	330.00	N50°32'41"W	66.51
C28	1.30	130.00	N43°24'47"W	1.30
C29	261.17	130.00	N33°08'09"W	254.37
C30	41.14	60.00	N00°24'46"E	40.34



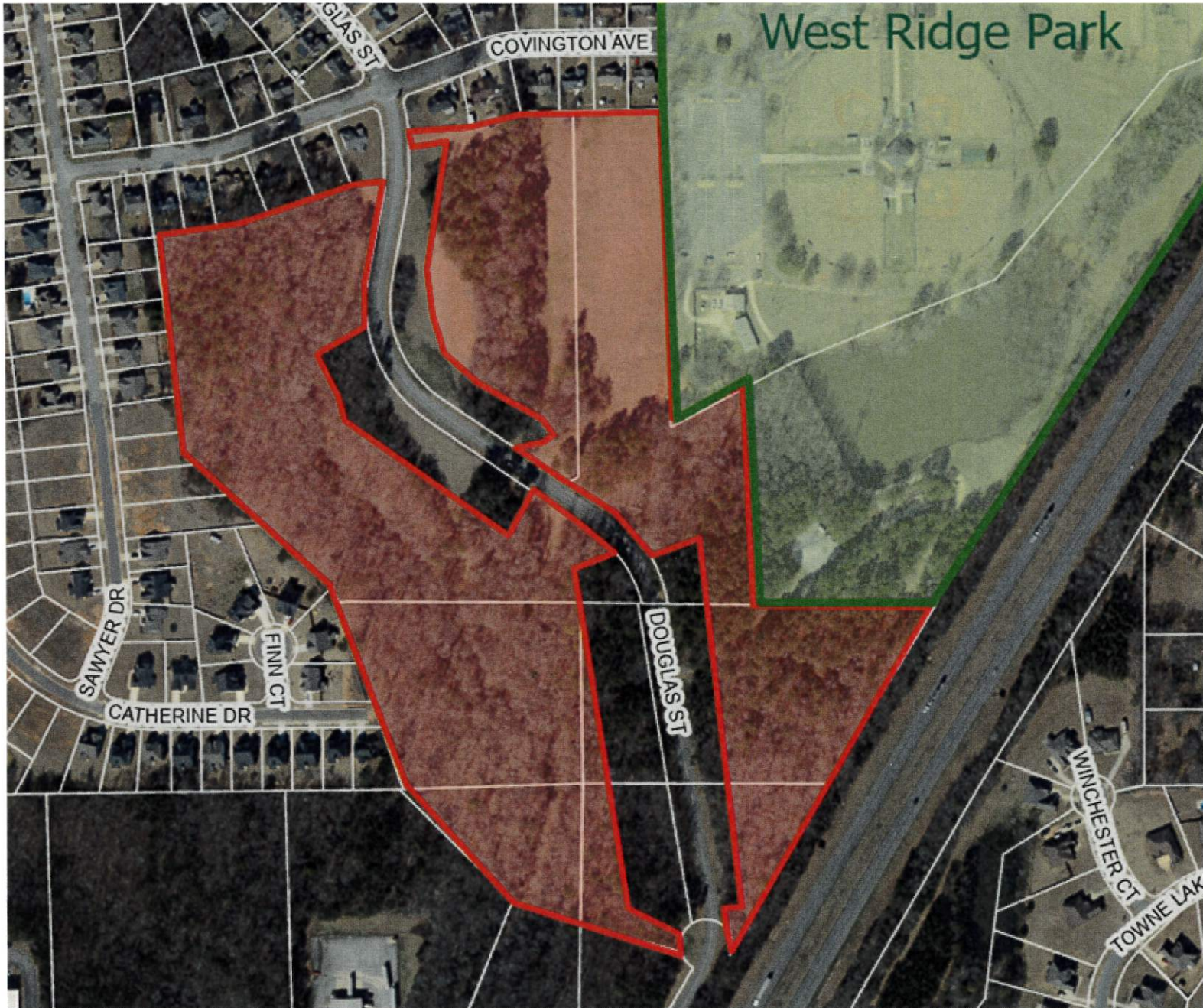
- LEGEND**
- Iron Pin Found and Type
  - 1/2" Rubber Set - Orange Cap
  - Stamped CA 718 (SP50000)
  - Concrete Monument Found
  - DB Deed Book
  - FB Flat Book
  - PG Page
  - RDW Right-of-Way
  - WUF Wire of Fences
  - DE Drainage and Utility Easement
  - CE Drainage Easement
  - S.E.S.E. Survey Setback Easement
  - Chain Link Fence
  - Wire Fence
  - Wooden Fence

**BSI ENGINEERING | SURVEYING**  
 223 S. 9th Street, Opelika, Alabama 36801  
 334-745-7025

**LAND SURVEYOR**  
 Jonathan A. Ham  
 Ala. Reg. #LS No. 34751  
 233 Engineering Surveying, Inc.  
 223 South 9th Street  
 Opelika, AL 36801  
 334-745-7026

**DEVELOPER**  
 Samba Corporation of Alabama  
 127 N 9th Street Suite A  
 Opelika, AL 36801

**D 1003**  
 PROJECT NO: 30-087  
 FIELD BY: CALDFE  
 FIELD DATE: 08/18/2025  
 DRAWN BY: BEADP  
 DRAW DATE: 08/20/2025



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

**WHEREAS**, the public works infrastructure and utilities listed below have been constructed and inspected in accordance with the City of Opelika Public Works Manual; and

**WHEREAS**, the City of Opelika has received from the developer a written statement of the constructed costs of said facilities, or an estimate by the City Engineer of the amounts in the amounts stated; and

**WHEREAS**. Section 4.9 of the Subdivision Regulations require acknowledgement of the dedication of such infrastructure and utilities by the City Council.

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

1. That the City of Opelika hereby accepts dedication of the following streets inside the subdivision of Wyndham Pod 3 Townhomes as well as all drainage culverts and sanitary sewer mains that serve the land parcels abutting those streets:

- Alana Court—ALL
- Raiden Circle—ALL

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets ..... \$ 180,450.24
- Land ..... \$ 30,000.00
- Site Work ..... \$ 28,000.00
- Sanitary Sewer..... \$ 122,314.00
- Drainage Culverts .. \$ 224,517.24

2. That the City of Opelika hereby accepts dedication of the following streets inside the subdivision of Andrews Estates Phase 1 and 2 as well as all drainage culverts that serve the land parcels abutting those streets:

- Tre-Von Court—ALL
- Tyler Court—ALL
- Tiana Way—ALL

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets ..... \$ 256,112.00
- Land ..... \$ 65,500.00
- Site Work ..... \$ 25,358.00
- Drainage Culvert ... \$ 15,840.00

3. That the City of Opelika hereby accepts dedication of the following streets inside the subdivision of Anderson Lakes Phase 2 and 3 as well as all drainage culverts and sanitary sewer mains that serve the land parcels abutting those streets:

- Harding Court—ALL
- Anderson Lakes Circle (extension)—ALL
- Anderson Lakes Drive (extension)—ALL
- Edith Ann Lane—ALL

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets ..... \$ 505,733.00
- Land ..... \$ 62,000.00
- Site Work ..... \$ 59,000.00
- Sanitary Sewer..... \$ 258,720.00
- Drainage Culvert ... \$ 352,800.00

4. That the City of Opelika hereby accepts dedication of Grandberry Drive that was constructed by a City of Opelika contract, as well as all drainage culverts and sanitary sewer mains that serve the land parcels abutting those streets:

- Grandberry Drive—ALL

That the construction costs paid by the City for the public works infrastructure and utilities are as follows:

- Streets ..... \$ 450,500.00
- Land ..... \$ 26,300.00
- Site Work ..... \$ 44,000.00
- Sanitary Sewer.... \$ 65,000.00
- Drainage Culvert ... \$ 385,500.00

That Mayor is authorized to execute all required documents and make the necessary financial adjustments to properly record the dedication of this public works infrastructure to the City of Opelika.

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

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

ATTEST:

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

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

**A RESOLUTION APPOINTING RAYMOND JAMES & ASSOCIATES AS  
UNDERWRITER AND BRADLEY ARANT BOULT CUMMINGS, LLP AS BOND  
COUNSEL FOR THE ACQUISITION OF GENERAL OBLIGATION SCHOOL  
WARRANTS**

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

**Section 1. Findings.** The Council hereby finds and declares that:

(a) in order to meet the growth in Opelika City Schools and to position the school system and its students for future success, it is necessary, desirable, and in the best public and educational interest of the City and its residents to finance the acquisition, construction, and equipping of certain capital improvements to the public educational facilities in the City (the "Improvements");

(b) that the City intends to acquire the funds to pay the costs of the Improvements with a portion of the proceeds of its general obligation school warrants to be issued by the City (the "Warrants") in the approximate principal amount of \$135 million, which will not count against the City's constitutional debt limitation;

(c) the City has incurred or expects to incur, prior to the issuance of the Warrants, certain preliminary costs to be paid out of its General Fund in connection with the Improvements, and it is intended that certain proceeds of the Warrants, once issued, will be allocated to reimburse the City for those preliminary expenditures in a principal amount not to exceed \$5 million; and

(d) the City hereby appoints Raymond James & Associates, Inc. to serve as Underwriter and Bradley Arant Boulton Cummings LLP to serve as Bond Counsel to the City for the Warrants. The City also appoints Raymond James & Associates, Inc. to serve as Investment Adviser, by and through its Public Finance Investment Strategies Group, to certain proceeds related to the Improvements.

**Section 2. Declaration of Official Intent; Engagement of Raymond James.**

(a) The City does hereby declare its intention that the aforesaid portion of the proceeds of the Warrants will be and hereby is allocated to reimburse the City for qualifying expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to the issuance of the Warrants, in connection with the Improvements. This resolution is being adopted pursuant to the requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2(e) promulgated thereunder. Any reimbursements to the City with respect to the Improvements are expected to be made on or before the later of the date eighteen months after the expenditure is paid or after the Improvements are

completed. Any reimbursable prior expenditure shall be for engineering, architectural, or other preliminary expenses as recognized in Section 1.150-2(f) or shall be a capital expenditure properly chargeable to a capital account (or would be so chargeable with a proper election such as an election under Section 266) under general federal income tax principles.

(b) The Council does hereby further authorize Bond Counsel to begin preparing a Preliminary Official Statement in consultation with the City and the Underwriter to seek a rating for, market, and sell the Warrants, when, in their discretion and upon consultation with the City, market conditions are favorable. Upon the sale of the Warrants, either one of the Mayor or Council President are authorized to execute a Warrant Purchase Agreement with the Underwriter for the sale of Warrants, which will be subject to ratification and approval by the City Council at its next subsequent public meeting.

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

{SEAL}

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

ATTEST:

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

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

**RESOLUTION APPROVING ASSET DISPOSITION SERVICES  
AGREEMENT WITH PROPERTYROOM.COM, INC.,  
UTILIZING SOURCEWELL CONTRACT #111424-PRC**

**WHEREAS**, the City of Opelika, Alabama (the “City”) has determined that certain items in evidence are no longer needed for evidentiary purposes; and

**WHEREAS**, PropertyRoom.com, Inc., a Delaware Corporation (“PropertyRoom”) specializes in surplus asset management, selling, auction, disposition and related services (“Services”); and

**WHEREAS**, the Opelika Police Department (“OPD”) would like to enter into an Asset Disposition Services Agreement with PropertyRoom utilizing Sourcewell Contract #111424-PRC; and

**WHEREAS**, an Asset Disposition Services Agreement (the “Agreement”) has been prepared by PropertyRoom 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 Asset Disposition Services Agreement (the “Agreement”), a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver on behalf

of the City all such contracts, agreements and related documents with PropertyRoom and Sourcewell, for the purposes contained herein.

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

4. That the Police Chief or his authorized representative is authorized to deliver the items to PropertyRoom, and PropertyRoom is authorized to deduct their contracted commission, fees and reasonable expenses from the gross public auction proceeds, turning over the net proceeds to the City of Opelika on a monthly basis and reporting net proceeds, assets and services provided.

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

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

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

ATTEST:

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

**Asset Disposition Services Agreement**

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

**3. Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
  - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
  - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
- 4. Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
  - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
  - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
    - (1) Invoice Owner for Services, net of Proceeds collected, or
    - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
  - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
- 5. Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
  - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

**8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

**9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

**10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

**11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

**12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

**13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

**14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

**Asset Disposition Services Agreement**

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u><b>OWNER</b></u>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<u><b>CONTRACTOR</b></u>	
<b>Signature</b>	_____
<b>Name</b>	Aaron Thompson
<b>Title</b>	CEO
<b>Date</b>	_____

**OWNER INFORMATION & AGREEMENT OPTIONS SELECTED**

<b>Owner Name:</b>	<b>Account #:</b>
<b>Street Address:</b>	<b>Cooperative Purchasing Agreement?</b> Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> <b>Member #:</b> _____
<b>City, State/Province, Postal Code, Country:</b>	<b>Resolution of Unpaid Monthly Service Fees:</b> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<b>Telephone:</b>	<b>Fax:</b>
<b>Primary Contact:</b> Name _____ Work _____ Mobile _____ Email _____	<b>Secondary Contact:</b> Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

- a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
  - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
  - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
  - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.
 

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

  - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
  - (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
  - (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
  - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
  
- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
  - (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
  - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	Aaron Thompson
<b>Title</b>	CEO
<b>Date</b>	_____

**PROPERTYROOM.COM  
NEW ACCOUNT SET-UP**



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.


2. Main pick-up location for assets. (If more than one location, please specify)


3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.


4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.


5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.


6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.


7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.


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#111424-PRC

Maturity Date: 1/27/2029

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

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Sourcewell contract 111424-PRC gives access to the following types of goods and services:

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- Revenue share model
- No listing, training, start-up, or advertising fees
- Consistent monthly proceeds
- Complete training with regular follow-up
- 4,300+ public agencies and 2M+ bidders nationwide
- Vehicles and equipment online auction services
- Property and evidence online auction services
- Firearms online auction services

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

## Contact us

Have questions about a contract or cooperative purchasing?

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

**RESOLUTION APPROVING LICENSE AGREEMENT FOR  
FIREWORKS EXHIBITION AND DISPLAY**

**WHEREAS**, the City desires to use a portion of the Opelika High School campus for the 2026 Freedom Celebration Fireworks Exhibition and Display on July 3, 2026, at 5:00pm; and

**WHEREAS**, the Opelika City Board of Education is willing to grant the City a license agreement to use certain areas of the campus under certain terms and conditions; and

**WHEREAS**, a proposed License Agreement was 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 attached License Agreement to be entered into between the City and Opelika City of Board of Education is hereby approved, authorized, ratified, and confirmed.
2. That the Mayor is hereby authorized to execute and deliver said License Agreement in the name and on behalf of the City.
3. That the officers of the City and any 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, other instruments or 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 provisions of this Resolution and the attached License 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

**LICENSE AGREEMENT FOR FIREWORKS  
EXHIBITION AND DISPLAY**

THIS LICENSE AGREEMENT is entered into this the \_\_\_\_\_ day of April, 2026, by and between OPELIKA CITY BOARD OF EDUCATION, sometimes referred to hereinafter as the “Board”, and the CITY OF OPELIKA, ALABAMA, a municipal corporation, sometimes referred to hereinafter as the “City”.

**RECITALS**

WHEREAS, the City desires to use a portion of the Opelika High School Campus for the 2026 Freedom Celebration fireworks exhibition and display (the “events”); and

WHEREAS, the Board is willing to grant the City a license to use certain areas of the campus in accordance with the terms and conditions set forth herein.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of License. The Board hereby grants the City, upon the terms and conditions hereinafter expressed, a license to use those areas of the campus described in Exhibit “A” hereto, (the “Authorized Areas”) including rights of ingress and egress for the City’s Independence Day exhibition and display to be held on July 3, 2026. The City and its contractor may begin setup July 3, 2026. The City shall employ a licensed pyrotechnic operator to supervise, manage and direct the discharge of outdoor display fireworks.

2. Covenants of the City. The City hereby covenants with the Board:

- a. To obtain all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental in connection with the event.

- b. To review the display site conditions in advance of the event and correct any deficiencies.
- c. To police, monitor and appropriately control the behavior of spectators attending the event.
- d. To provide adequate police protection, roping, fencing and/or other fire control measures.
- e. To clean up all debris in Authorized Areas after the conclusion of the event.
- f. To take all reasonable precautions to protect against bodily injury or property damages that may occur in connection with the event.

3. Indemnification. The City hereby agrees to indemnify and save the Board harmless from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with

- a. Any negligence, omission, fault, strict liability or product liability in connection with the event;
- b. Any failure of the City or its contractor to comply with any applicable law, ordinance, rule, regulation, order, license, permit, and other requirement now or hereinafter in effect, of any governmental authority; or
- c. Any breach of or default under this Agreement by the City.

4. Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama.

5. Entire Agreement. This Agreement contains the entire Agreement of the parties and all representations, agreements and statements made previously by any party to the other, except as set forth herein, are null and void.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Amendments. This Agreement constitutes the full and complete agreement between the parties hereto. It may, however, be amended in writing by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned authorized officials of the parties have hereunto set their hands on the day and year first above written.

OPELIKA CITY BOARD OF EDUCATION

BY: \_\_\_\_\_  
ITS

DATE: \_\_\_\_\_

CITY OF OPELIKA, ALABAMA

BY: \_\_\_\_\_  
ITS MAYOR

DATE: \_\_\_\_\_

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

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR  
STRUCTURE LOCATED AT 1905 TRIMBLE STREET, OPELIKA, ALABAMA 36801,  
PARCEL ID NO.: 43-10-04-18-3-002-123.000 IN COMPLIANCE WITH SECTIONS  
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE,  
OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH ORDINANCE NO. 116-15.  
OF THE CITY OF OPELIKA, ALABAMA**

**WHEREAS**, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure (the store) located at 1905 Trimble Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-002-123.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

**WHEREAS**, Essie Lee Torbert is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

**WHEREAS**, Essie Lee Tobert is the person last assessing the subject property for state taxes; and

**WHEREAS**, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Essie Lee Torbert, c/o Angela Torbert, P.O. Box 461, Opelika, AL 36803; and

**WHEREAS**, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

**WHEREAS**, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

**WHEREAS**, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

**WHEREAS**, Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1905 Trimble Street is unsafe to the extent that it creates a public nuisance; and

**WHEREAS**, the City Council of the City of Opelika met on Tuesday, April 7, 2026, at the aforesaid time and place for the purpose of conducting said public hearing; and

**WHEREAS**, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1905 Trimble Street, Opelika, Alabama; and

**WHEREAS**, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1905 Trimble Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-002-123.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive

of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

A certain house and lot, being a portion of Lot 4, in Block 236 of Totten's Official Map of the City of Opelika, Alabama, said lot is described by beginning at the Southeast Corner of said Lot 4, in said Block 236 of Totten's Official Map of the City of Opelika, Alabama, and running along the East line of said Lot 4, in said Block 236, in a Northerly direction 655 feet to the beginning point for description of lot to be conveyed by this deed, and FROM SAID BEGINNING POINT as so fixed, continue along said East Line of said Lot 4, in said Block 236, in a Northerly direction 50 feet, thence run in a Westerly direction parallel with the South line of said Lot 4, in said Block 236, 185 feet to Trimble Drive, thence run in a Southerly direction along the East side of said Trimble Drive, 50 feet, thence run in an Easterly direction and parallel with the South line of said Lot 4, in said Block 236 of Totten's Map of the City of Opelika, Alabama, 185 feet to the East line of said Lot 4, of said Block 236, of Totten's Official Map, at point of beginning for description of this Lot, situated in the City of Opelika.

Also being further described as Parcel Number 43-10-04-18-3-002-123.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure (the store) to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a

resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of 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

Cc: Essie Lee Torbert  
c/o Angela Torbert  
P.O. Box 461  
Opelika, AL 36803

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

**WHEREAS**, a petition by Tom McCauley located at 3212 Waverly Parkway, Opelika, Alabama has been presented to the City of Opelika for refund of sewer service fees overpaid in the amount of \$1,333.29; and

**WHEREAS**, the petition has been validated by the Public Works Department for the City of Opelika, Alabama, and

**WHEREAS**, the amount of refund was verified by the Opelika Utility Board,

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

- 1) That the petitioner be and the same is entitled to a refund in said amount; and
- 2) That the Public Works Director is hereby authorized to process the necessary paperwork so said refund check for overpayment of sewer fees in the amount of \$1,333.29 to Tom McCauley located at 3212 Waverly Parkway, Opelika, Alabama can be prepared.
- 3) That the Clerk of the City of Opelika is hereby authorized to sign and mail said refund check.

**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

**THOMAS MCCAULEY - 46727514666**  
**3212 WAVERLY PKWY**

<b>Transaction Date</b>	<b>Description</b>	<b>Amount</b>
11/1/2025	Sewer Charges	\$ 22.29
10/1/2025	Sewer Charges	\$ 17.01
9/1/2025	Sewer Charges	\$ 22.29
8/1/2025	Sewer Charges	\$ 20.53
7/1/2025	Sewer Charges	\$ 20.53
6/1/2025	Sewer Charges	\$ 24.05
5/1/2025	Sewer Charges	\$ 20.53
4/1/2025	Sewer Charges	\$ 18.77
3/1/2025	Sewer Charges	\$ 18.77
2/1/2025	Sewer Charges	\$ 22.29
1/1/2025	Sewer Charges	\$ 24.05
12/1/2024	Sewer Charges	\$ 22.29
11/1/2024	Sewer Charges	\$ 24.05
10/1/2024	Sewer Charges	\$ 22.29
9/1/2024	Sewer Charges	\$ 22.29
8/1/2024	Sewer Charges	\$ 24.05
7/1/2024	Sewer Charges	\$ 20.53
6/1/2024	Sewer Charges	\$ 22.29
5/1/2024	Sewer Charges	\$ 18.77
4/1/2024	Sewer Charges	\$ 22.29
3/1/2024	Sewer Charges	\$ 22.29
2/1/2024	Sewer Charges	\$ 20.53
1/1/2024	Sewer Charges	\$ 20.53
12/1/2023	Sewer Charges	\$ 20.53
11/1/2023	Sewer Charges	\$ 20.53
10/1/2023	Sewer Charges	\$ 32.85
9/1/2023	Sewer Charges	\$ 24.05
8/1/2023	Sewer Charges	\$ 22.29
7/1/2023	Sewer Charges	\$ 29.33
6/1/2023	Sewer Charges	\$ 24.05
5/1/2023	Sewer Charges	\$ 20.53
4/1/2023	Sewer Charges	\$ 24.05
3/1/2023	Sewer Charges	\$ 20.53
2/1/2023	Sewer Charges	\$ 22.29
1/1/2023	Sewer Charges	\$ 22.29
12/1/2022	Sewer Charges	\$ 20.53
11/1/2022	Sewer Charges	\$ 18.77
10/3/2022	Sewer Charges	\$ 43.41
9/1/2022	Sewer Charges	\$ 15.25

8/1/2022	Sewer Charges	\$ 15.25
7/1/2022	Sewer Charges	\$ 15.25
6/1/2022	Sewer Charges	\$ 15.25
5/1/2022	Sewer Charges	\$ 15.25
4/4/2022	Sewer Charges	\$ 15.25
3/1/2022	Sewer Charges	\$ 15.25
2/1/2022	Sewer Charges	\$ 15.25
1/1/2022	Sewer Charges	\$ 15.25
12/1/2021	Sewer Charges	\$ 15.25
11/1/2021	Sewer Charges	\$ 24.05
10/1/2021	Sewer Charges	\$ 20.53
9/1/2021	Sewer Charges	\$ 31.09
8/1/2021	Sewer Charges	\$ 24.05
7/1/2021	Sewer Charges	\$ 22.29
6/1/2021	Sewer Charges	\$ 25.81
5/1/2021	Sewer Charges	\$ 27.57
4/1/2021	Sewer Charges	\$ 25.81
3/1/2021	Sewer Charges	\$ 22.29
2/1/2021	Sewer Charges	\$ 29.33
1/1/2021	Sewer Charges	\$ 24.05
12/1/2020	Sewer Charges	\$ 27.57
11/1/2020	Sewer Charges	\$ 17.01
		\$ 1,333.29

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

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO AUBURN-OPELIKA  
TOURISM BUREAU FOR THE PURPOSE OF HOSTING THE AMERICAN JUNIOR  
GOLF ASSOCIATION TOURNAMENT AT GRAND NATIONAL GOLF COURSE**

**WHEREAS**, the Auburn-Opelika Tourism Bureau will host the American Junior Golf Association Junior All-Star Tournament on June 29 – July 2, 2026, at the Robert Trent Jones Grand National Golf Course in Opelika, Alabama; and

**WHEREAS**, 70-100 junior golfers from 16 states and 5 countries have registered to participate in said golf tournament; and

**WHEREAS**, the total economic impact to the community is estimated to be approximately \$400,000; and

**WHEREAS**, the City of Opelika (the “City”) has agreed to appropriate the sum of \$10,000 to the Auburn-Opelika Tourism Bureau for the purpose of sponsoring said event; and

**WHEREAS**, the funds for the appropriation will be paid from the Economic Development Budget.

**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 \$10,000 to the Auburn-Opelika Tourism Bureau for the purpose of sponsoring the AJGA Junior All-Star Tournament at Grand National Golf Course in Opelika.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by promoting tourism and economic development in the City of Opelika and surrounding areas.

3. That the Mayor and the Controller are hereby authorized to transfer the sum of \$10,000 from the Economic Development Budget to cover said appropriation.

4. That the Mayor and the Controller are hereby authorized and directed to make all necessary accounting and budgetary entries to carry into effect the intent of this Resolution.

5. That the City Clerk is hereby to process the necessary paperwork so that a check in the amount of \$10,000 payable to the Auburn-Opelika Tourism Bureau can be prepared and mailed.

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

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

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

ATTEST:

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

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

**RESOLUTION APPROVING SPECIAL APPROPRIATION  
FOR THE BOYS & GIRLS CLUBS OF EAST ALABAMA**

**WHEREAS**, on Thursday, May 7, 2026, the Boys & Girls Clubs of East Alabama (the “Boys & Girls Clubs”) will celebrate over 30 years of service to the Lee County Community by hosting the Great Futures Gala; and

**WHEREAS**, the Boys & Girls Clubs are dedicated to helping young people succeed by teaching lifelong skills and values while providing a safe space to learn and grow; and

**WHEREAS**, the core program areas include academic, leadership, fitness, arts, and health-focused activities; and

**WHEREAS**, Ward 1 Council President George Allen, Ward 2 Councilwoman Janataka Hughley-Holmes, Ward 3 Councilwoman Leigh Whatley, Ward 4 Council President Pro-Tem Chuck Beams, and Ward 5 Councilman Todd Rauch wish to appropriate \$1,500 each from their respective discretionary funds in order to assist with the event and the educational and leadership programs of the Boys and Girls Clubs.

**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 \$7,500.00 to assist with the Great Futures Gala to be held on May 7, 2026, and the educational and leadership programs of the Boys and Girls Clubs.

2. That the Mayor and the Controller are hereby authorized to transfer the sum of \$1,500.00 each from the respective discretionary fund accounts of George Allen, Ward 1; Janataka Hughley-Holmes, Ward 2; Leigh Whatley, Ward 3; Chuck Beams, Ward 4; and Todd Rauch, Ward 5.

3. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by promoting the educational and leadership programs of the Boys & Girls Clubs.

4. That the Mayor and the Controller are hereby authorized and directed to make all necessary accounting and budgetary entries to carry into effect the intent of this Resolution.

5. That the City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$7,500.00 can be processed by the Accounting Department.

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

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

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

ATTEST:

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CITY CLERK

# GREAT FUTURES GALA SPONSORSHIP

Thursday  
May 7, 2026

Get ready to Celebrate the **Night in Black and White** as we mark **36 years** of creating great futures for young people across East Alabama! This elegant evening is more than a gala; it's a celebration of the impact, dedication, and community that make the Boys & Girls Clubs' mission possible. Guests will enjoy an unforgettable night of gourmet tastings from Auburn and Opelika's top chefs, exciting silent auctions, and lively entertainment; all in support of providing a world-class Club experience for every child who walks through our doors.

Join us as we honor 36 years of changing lives, empowering youth, and building brighter futures. While black-and-white attire is encouraged, tuxes and gowns are not required. Be a part of a night that celebrates the heart of our mission: ensuring every young person has the opportunity to reach their full potential.

## VISIONARY SPONSOR \$20,000

- Exclusive recognition as Presenting Sponsor on event program
- Prominent reserved theater seating for 20
- VIP experience with elevated food and beverage for 20
- 10 premier valet parking tickets
- Logo presence on screens during event
- Full-page, full color ad in event program and logo on program cover
  - AD MUST BE RECEIVED BY 04.24.26
- Logo presence on event website, email marketing, social media, signage, press releases and bidding platform

## INNOVATOR SPONSOR \$10,000

- Prominent reserved theater seating for 16
- VIP experience with elevated food and beverage for 16
- 8 premier valet parking tickets
- Acknowledgement as an Innovator Sponsor in event program
- Logo presence on screens during event
- Full-page, full color ad in event program
  - AD MUST BE RECEIVED BY 04.24.26
- Logo presence on event website, email marketing, social media, signage and bidding platform

## PIONEER SPONSOR \$7,500

- Prominent reserved theater seating for 12
- VIP experience with elevated food and beverage for 12
- 6 premier valet parking tickets
- Acknowledgement as a Pioneer Sponsor in event program
- Logo presence on screens during event
- Half-page, full color ad in event program
  - AD MUST BE RECEIVED BY 04.24.26
- Logo presence on event website, email marketing, social media, signage and bidding platform

## CHAMPION SPONSOR \$5,000

- Reserved theater seating for 8
- VIP experience with elevated food and beverage for 8
- 4 premier valet parking tickets
- Acknowledgement as a Champion Sponsor in event program
- Logo presence on screens during event
- Quarter-page, full color ad in event program
  - AD MUST BE RECEIVED BY 04.24.26
- Logo presence on event website, email marketing, social media, signage and bidding platform

## ADVOCATE SPONSOR \$2,500

- Reserved theater seating for 6
- VIP experience with elevated food and beverage for 6
- 3 premier valet parking tickets
- Acknowledgement as an Advocate Sponsor in event program
- Logo presence on screens during event
- Eighth-page, full color ad in event program
  - AD MUST BE RECEIVED BY 04.24.26
- Logo presence on event website, email marketing, social media, signage and bidding platform

## COMMUNITY HERO SPONSORS \$1,000

- VIP experience with elevated food and beverage for 2
- Acknowledgement as a Community Hero Sponsor in event program



SCAN ME



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

**RESOLUTION APPROVING SPECIAL APPROPRIATION  
TO ENVISION OPELIKA FOR THE OPELIKA CHARACTER COUNCIL**

**WHEREAS**, the Envision Opelika Foundation, a 501(c)(3) non-profit corporation, (“Envision”) is a citizen-driven planning effort created to make a lasting difference in the quality of life for Opelika residents; and

**WHEREAS**, Envision, as a part of its service to the citizens of Opelika, supports the Opelika Character Council, a task force whose goal is to create a city with racial harmony that enhances all aspects of life; and

**WHEREAS**, the City of Opelika (the “City”), the Opelika City Schools Board of Education, and the Opelika Chamber of Commerce each adopted resolutions that established the City as a “City of Character” in 2007; and

**WHEREAS**, the City Council desires to approve a special appropriation in the amount of \$2,500.00, (\$500.00 each) from the Ward 1, Ward 2, Ward 3, Ward 4 and Ward 5 appropriate Discretionary Funds to Envision earmarked for the Opelika Character Council.

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

1. That there is hereby approved from the Ward 1, Ward 2, Ward 3, Ward 4 and Ward 5 appropriate Discretionary Funds a special appropriation in the amount of \$2,500.00 to Envision for the purpose of supporting the Opelika Character Council in its mission to promote character development as a vital, lifelong process and to facilitate excellence in character within all sectors of the Opelika community.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by providing improved quality of life, building character among citizens, bringing together factions, and creating awareness in schools.

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 City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$2,500.00 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

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

**WHEREAS**, the Opelika City Council members and Mayor Eddie Smith appreciates and fully supports Keep Opelika Beautiful (KOB) and their various programs; and

**WHEREAS**, Keep Opelika Beautiful is in need of additional funding to provide their annual 2026 Garden in the Park event; and

**WHEREAS**, each City Council member would like to participate in a special appropriation from their discretionary reserve fund to sponsor the KOB – Garden in the Park event.

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

1. That the City Council approves a special appropriation from each City Councilman as detailed below to sponsor the 2026 KOB Garden in the Park event:

George Allen	Ward 1	Current fund	\$500.00
Janataka Holmes	Ward 2	Current fund	\$500.00
Leigh Whatley	Ward 3	Current fund	\$500.00
Chuck Beams	Ward 4	Current fund	\$500.00
Todd Rauch	Ward 5	Current fund	\$500.00

2. The City Council hereby declares and determines that said appropriation of public funds to be utilized by Keep Opelika Beautiful will serve a public purpose.
3. That the Mayor and the Controller are hereby authorized and directed to transfer \$2,500.00 as detailed in no. 1 above to the appropriate account.
4. That the City Clerk is hereby authorized to prepare and process the appropriate document(s) so a check for \$2,500.00 payable to Keep Opelika Beautiful and earmarked for their 2026 Garden in the Park event.

**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**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260218152853126**



**Type License:** 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

**State:** \$1,000.00

**County:** \$0.00

**Trade Name:** TOP SHELF ALTERNATIVES LLC

**Filing Fee:** \$50.00

**Applicant:** TOP SHELF ALTERNATIVES LLC

**Transfer Fee:**

**Location Address:** 510 GENEVA STREET SUITE 4 OPELIKA, AL 36801

**Mailing Address:** 510 GENEVA STREET SUITE 4 OPELIKA, AL 36801

**County:** LEE

**Tobacco sales:** YES

**Tobacco Vending Machines:**

**Product Type:** 03

**Type Ownership:** LLC

**Book, Page, or Document info:** 001-093-127

**Do you sell Draft Beer?:** N/A

**Date Incorporated:** 08/08/2023

**State incorporated:** AL

**County Incorporated:**

**Date of Authority:**

**Federal Tax ID:** [REDACTED]

**Alabama State Sales Tax ID:** [REDACTED]

<b>Name:</b>	<b>Title:</b>	<b>Date and Place of Birth:</b>	<b>Residence Address:</b>
BRADLEY STEVEN HADDON [REDACTED]	OWNER	[REDACTED]	1805 ARCHER COURT OPELIKA, AL 36804
KAYLA LYNN HADDON [REDACTED]	OWNER	[REDACTED]	1805 ARCHER COURT OPELIKA, AL 36804
JOSEPH MICHAEL SMITH [REDACTED]	OWNER	[REDACTED]	121 PLUM TREET LANE HAZEL GREEN, AL 35750

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

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

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND  
EXEMPTIONS FOR CAR TECH, LLC**

**WHEREAS**, Car Tech, LLC, an Alabama limited liability company, (the “Company”) operates an automobile parts manufacturing facility (the “Facility) on Car Tech Drive in the City of Opelika, Alabama; and

**WHEREAS**, the Company has announced plans for a major addition (the “Project”) to the existing Facility located at 600 Car Tech Drive, Opelika, Alabama, within the corporate limits of the City; and

**WHEREAS**, the Project, involving the construction of an addition to the existing facility and the acquisition of new manufacturing machinery, will require a total capital investment of approximately twenty-one million, five hundred thousand dollars (\$21,500,000.00); and

**WHEREAS**, the Project is estimated to be placed in service by April 8, 2029; and

**WHEREAS**, the Project will be operated by the Company as an “industrial or research enterprise” as defined under Alabama Code §40-9B-3(a)(10); and

**WHEREAS**, the Project is expected to result in the creation of approximately forty (40) new jobs; and

**WHEREAS**, the Company’s NAICS Code 336370 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(a)(10)(a)(1), *Code of Alabama*, as amended; and

**WHEREAS**, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the “Act”), the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes); and (b) all construction

related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

**WHEREAS**, the abatements granted by this resolution shall not include the portion of any ad valorem taxes and sales or use taxes that are assessed, imposed or specifically designated for the benefit of children’s homes operated by Lee County, East Alabama Medical Center and Opelika City Public Schools; and

**WHEREAS**, the Company has requested that the abatement of state and local non-educational property taxes be extended for a period of ten (10) years in accordance with the Act; and

**WHEREAS**, the City has considered the request of the Company and its completed form Co:CAA Application to Granting Authority for Abatement of Taxes, filed by the Company with the City in connection with their request (the “Abatement Application”); and

**WHEREAS**, the City has found the information contained in the Abatement Application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

**WHEREAS**, the Company has estimated that its financial investment in the Project will be approximately twenty-one million, five hundred thousand dollars (\$21,500,000.00), which includes the construction of an addition to the existing facility and the acquisition of new manufacturing machinery to be purchased and installed at the Facility and related costs; and

**WHEREAS**, the City Council has been furnished a copy of a Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of such Agreement are acceptable to the City in principle; and

**WHEREAS**, the Company is duly qualified to do business in the State of Alabama and have the power to enter into and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

**WHEREAS**, the City represents and warrants to the Company that it has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement; and

**WHEREAS**, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the expanded use of the Facility due to the building expansion and the installation of new manufacturing machinery.

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

1. Approval is hereby given to the application of the Company and abatement is hereby authorized of (1) all state and local non-educational ad valorem (property) taxes for a period of ten (10) years; and (2) all construction related transaction taxes (sales and use taxes); provided, however, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County or Opelika City Public Schools shall not be abated. The period of abatement for the non-educational property taxes shall extend for a period of ten (10) years measured as provided in Section 40-9B-3(a)12 of the Act.

2. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes or for such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center or children's homes operated by Lee County. The tax abatements and exemptions for ad valorem taxes under paragraph 1 above shall not exceed the maximum abatement allowed by state law.

3. The governing body of the City is authorized to enter into a Tax Abatement Agreement with the Company to provide for the abatements granted in Section 1.

4. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraph 1 above.

5. A certified copy of this resolution, with Abatement Application and Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

6. 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 caused 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.

7. This resolution shall take effect 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

## Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 7<sup>th</sup> day of April, 2026, by and between The City of Opelika (the Granting Authority), and Car Tech, LLC (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 336370 or business activity Increased Production output requires New Manufacturing Machinery meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended; and

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 8<sup>th</sup> day of April, 2029; and

WHEREAS the Project will be located in the County of Lee (check only one)

inside the city limits of Opelika, Alabama.

inside the police jurisdiction of \_\_\_\_\_.

outside the city limits and police jurisdiction of the City of \_\_\_\_\_; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

all state and local noneducational property taxes,

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 7<sup>th</sup> day of April, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

all state and local noneducational property taxes;

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- owned by the entity applying for the abatement,  
 leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

- A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,
- A data processing center as defined in Section 40-9B-3(a)(4), **Code of Alabama 1975**,

A research and development facility as defined in Section 40-9B-3(a)(23), **Code of Alabama 1975**,  
A renewable energy facility as defined in Section 40-9B-3(a)(22), **Code of Alabama 1975**,  
A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10)e, **Code of Alabama 1975**, or  
A tourism destination attraction as defined in Section 40-9B-3(a)(25), **Code of Alabama 1975**;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for <sup>10</sup>\_\_\_\_\_years,

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

To the fullest extent permitted by the Tax Incentive Reform Act, the Granting Authority grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes; provided, however, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County, or Opelika City Public Schools shall not be abated.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

(a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 75,504.00 per year and the maximum period for such abatement shall extend for a period of <sup>10</sup>\_\_\_\_\_years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

(b) If bonds are issued, noneducational property taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be valid for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$479,375.00 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 21,500,000.00 \_\_\_\_\_;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:  
Initially- 10 \_\_\_\_\_ Year 1- 10 \_\_\_\_\_ Year 2- 10 \_\_\_\_\_ Year 3- 10 \_\_\_\_\_;

(c) Annual payroll initially at the Project and in each of the succeeding three years:  
Initially- \$612,950 Year 1-\$612,950 Year 2-\$612,950 Year 3-\$612,950

(ci) The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

## GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

all state and local noneducational property taxes,

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

\_\_\_\_\_  
(the Company)

\_\_\_\_\_  
(the Granting Authority)

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

**A RESOLUTION AUTHORIZING A PROJECT AGREEMENT AND GRANTING CERTAIN  
TAX ABATEMENTS AND EXEMPTIONS FOR GMB USA ALABAMA, INC.**

**WHEREAS**, GMB USA Alabama, Inc., an Alabama corporation (the “Company”) has committed to acquire, construct and operate a manufacturing facility in the Orr Industrial park located at 95 Orr Avenue (the “Facility”); and

**WHEREAS**, the Company specializes in the production of automotive parts; and

**WHEREAS**, a Project Agreement by and among the Company, the City of Opelika, Alabama (the “City”) and the Opelika Industrial Development Authority (“OIDA”)

**NOW, THEREFORE, BE IT RESOLVED** by the City Council (herein called the “Council”) as the governing body of the City of Opelika (herein called the “City”) as follows:

**Section 1. FINDINGS.** The Council, upon evidence duly presented to it and considered by it, has found and determined, and does hereby find, determine and declare that the following facts are true and correct:

(a) Pursuant to the applicable laws of the State of Alabama, the City, the Opelika Industrial Development and GMB USA Alabama, Inc., an Alabama corporation (the “Company”) have prepared and presented to the Council that certain Project Agreement by and among the City, OIDA and the Company to be dated as of the date of delivery, a copy of which Agreement as well as all Exhibits (collectively the “Project Agreement”) is attached hereto as Exhibit “A”, for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment 772 of the Constitution of Alabama of 1901, as amended (“Amendment 772”).

(c) The Project, as defined in the Development Agreement, is an economic development project within the meaning of Amendment 772.

(d) Pursuant to, and for the purposes of Amendment 772, it is necessary, desirable and in the public interest for the City to provide financial incentives to the Company.

(e) Pursuant to the Agreement, the Company will agree to operate a production facility (the “Facility”) in the Orr Industrial Park in the corporate limits of the City of Opelika, requiring a total estimated capital investment of \$9,600,000 in

developing, constructing and equipping the Project. The Project consists of the acquisition, construction and equipping of the Facility. The Company estimates that it will employ over the term of the agreement at least 75 full-time employees in the City of Opelika.

(f) In consideration for the obligations of the Company under the Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Agreement, including cash incentives, job performance incentives, tax abatements and infrastructure improvements.

(g) The expenditure of public funds for the purposes specified in the Project Agreement and in Section 1(e) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to GMB USA Alabama, Inc., and any other private entity or entities because it will facilitate the acquisition and operation of the Project for the benefit of the general public, will increase employment opportunities in the City and will increase the tax revenue base of the City.

(h) The aggregate indebtedness and obligations of the City, including without limitation the aggregate amount of the financial obligations of the City pursuant to the Development Agreement, which will be outstanding under, and chargeable against the limitation upon indebtedness prescribed by Amendment No. 772 to the Constitution of Alabama of 2022 on the effective date of the Development Agreement, will not exceed fifty percent (50%) of the assessed valuation of the taxable property of the City as assessed for state taxation for the fiscal year ending September 30, 2026.

(i) On March 19, 2026, the City caused to be published in the Opelika Observer, which newspaper has the largest circulation in the City, the Notice required by Amendment 772, a true and correct copy of which Notice is attached hereto as Exhibit "B". The Council certifies:

- (1) The information set forth in said Notice is true and correct.
- (2) The publication of said Notice is hereby ratified and confirmed.

(ij) On April 7, 2026, the Council conducted a public hearing during the meeting referenced in said Notice with respect to the matters therein contained.

## **Section 2. AUTHORIZATION AND RATIFICATION OF PROJECT**

**AGREEMENT.** The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) The agreements, covenants and undertakings of the City as set forth in the Project Agreement.

(b) The terms and provisions of the Project Agreement, in substantially the form set forth therein, with such changes thereto (by addition or deletion), as the Mayor shall approve (other than an increase in the amount of the City's financial commitment which must be approved by this Council), which approval shall be conclusively referenced by execution and delivery of the Project Agreement as provided.

**Section 3. EXECUTION AND DELIVERY OF PROJECT AGREEMENT.** The Mayor is hereby authorized and directed to execute and deliver the Project Agreement for and on behalf and in the name of the City. The City Clerk is hereby authorized and directed to affix the official seal of the City to the Project Agreement and to attest the same.

**Section 4. AUTHORIZED ACTS.** The Mayor and officers of the City and each of them are each hereby authorized and directed to take all such lawful actions, and execute, deliver and perform all such agreements, documents, instruments, notices, petitions, and proceedings with respect to the Project Agreement as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution or the Project Agreement or duly and punctually observe and perform all agreements and obligations of the City under the Project Agreement.

**Section 5. CONFIRMATION OF PRIOR ACTIONS.** All prior actions taken and agreements, documents, notices executed and delivered, by the Mayor in connection with the agreements, covenants and undertakings in the Project Agreement of the City are hereby approved, ratified and confirmed, to the extent that the agreements, obligations and undertakings of the Company are likewise approved, ratified and confirmed.

**Section 6. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the City Council.

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

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

ATTEST:

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CITY CLERK

**PROJECT AGREEMENT**  
**BY AND AMONG**  
**THE CITY OF OPELIKA,**  
**AND**  
**THE OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY,**  
**AND**  
**GMB USA ALABAMA, INC.**

## **PROJECT AGREEMENT**

**THIS PROJECT AGREEMENT** (the "Agreement") is made and entered into by and among the **CITY OF OPELIKA, ALABAMA**, a municipal corporation (the "City"), the **OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY**, a public corporation (the "OIDA") and **GMB USA ALABAMA, INC.**, a Wisconsin corporation (the "Company") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026. The City, OIDA and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties". The City and the OIDA are sometimes also referred to collectively as the "Public Authorities".

### **RECITALS**

**WHEREAS**, the Company specializes in the manufacturing of automotive parts; and

**WHEREAS**, the Company has committed to operate a manufacturing facility in the Orr Industrial Park in the City of Opelika and wherein it is expected to employ over the term of this Agreement at least 75 Full-Time Employees (defined below) with a total estimated capital investment in developing, constructing and equipping the Project (defined below) of \$9,600,000; and

**WHEREAS**, the City, OIDA and the Company believe that the City of Opelika possesses economic strengths, business opportunities and workforce attributes that support the business objectives of the Company; and

**WHEREAS**, the Public Authorities support and encourage business and industrial development in the City of Opelika, including the principal supporting elements of quality education, workforce training and fitness; and

**WHEREAS**, the Public Authorities and the Company have bargained for the incentives set forth herein for the purpose of inducing the Company to commence the Project and make the investment and employment commitments outlined herein; and

**WHEREAS**, in reliance of the Company's representations of the construction, performance and operation of the Facility (defined below), and in consideration of the economic impact, the increased tax revenues and other benefits to be received by the City of Opelika and its citizens, the City and OIDA have committed to make available to the Company certain incentives in the manner and amounts described herein, subject to applicable State and federal laws; and

**WHEREAS**, Amendment No. 772 to the Constitution of Alabama of 1901 (the "Enabling Law") authorizes the City to lend its credit to and grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City.

## AGREEMENT

NOW, THEREFORE, upon and in consideration of the recitals above and the mutual promises and covenants contained below and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound herby, the Parties agree as follows:

### ARTICLE 1

#### SCOPE OF THE AGREEMENT

This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

### ARTICLE 2

#### DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out in this Article:

**2.1 “Affiliate”** of any specified entity means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity. For purposes of this definition, “control” when used with respect to any specified entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities or by contract and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**2.2 “City”** means the City of Opelika, Alabama, a municipal corporation.

**2.3 “Commence Construction” or “Commencement of Construction”** means that physical work is being performed regularly, using appropriate equipment and manpower to develop, construct and equip the Facility and install necessary infrastructure to accomplish the objectives of the Facility. Commence Construction does not include activities and/or pre-construction efforts related to conducting and developing site studies, reports, analysis, engineering design and site preparation.

**2.4 “Commence Operations” or “Commencement of Operations”** shall mean that the Company has begun manufacturing appliances at the Facility for actual customer orders.

**2.5 “Company”** shall mean GMB USA Alabama, Inc., an Alabama corporation, and its successors and assigns

**2.6 “Effective Date”** means the date upon which this Agreement is signed by the Mayor of the City of Opelika.

**2.7 “Enabling Law”** means Amendment 772 of the Alabama Constitution of 1901.

**2.8 “Facility”** shall mean an existing industrial building site at 95 Orr Avenue in the City to be purchased and improved, requiring a capital investment by the Company of approximately \$9,600,000.

**2.9 “Force Majeure”** shall mean an extraordinary event, circumstance or series of events or circumstances beyond the control of any party which prevents one or more parties from fulfilling a contractual obligation to the other, and shall include but not be limited to acts of God, labor strikes, union lock-outs or other industrial labor disturbances, acts of public enemies, insurrections, riots, epidemics, pandemics, lightning, earthquakes, fires, cyber-attacks, hurricanes, storms, floods, famine, severe economic recession, economic depression, solar storms, prolonged stock market crashes, tornadoes, hurricanes, declared states of emergency, magnetic field inversions, restraint of governments, civil disturbances, explosions, implosions, partial or entire failure of utilities, acts of war, terrorism, nuclear incidents, inability or delay in procuring materials or necessary approvals or permits, industry-relevant global supply chain barriers, or any other like event or circumstance, including economic sanctions. Without limitation, increased manufacturing equipment, supplies and transportation costs are not sufficient events to constitute Force Majeure. The Party claiming Force Majeure shall notify each of the other Parties within thirty (30) days after the occurrence of the event of Force Majeure by giving written notice to the other Parties stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than necessary, and the Party claiming Force Majeure shall notify all the other Parties in writing immediately upon the cessation of the Force Majeure event. Any such events which persist beyond eighteen (18) consecutive calendar months shall be grounds for termination of the Agreement.

**2.10 "Full-Time Employee"** shall mean a person: (a) who is being paid directly by the Company and is employed at the Facility for not less than 36 hours per work week; (b) whose compensation for working at the Facility is subject to Alabama State income tax withholdings; (c) whom the Company identifies as its employee to the U.S. Internal Revenue Service and the Alabama Department of Revenue on returns or reports filed with the foregoing; and (d) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within the Company within the United States of America. A Full-Time Employee shall not include unskilled temporary labor or construction workers.

**2.11 "OIDA"** means Opelika Industrial Development Authority.

**2.12 “Project”** means the acquisition and equipping of the Facility.

**2.13 “Shop Opelika First Program”** shall mean the program under which the City agrees to reimburse the Company on a monthly basis upon receipt by the City of paid invoices for expenditures made by the Company with vendors located in the City for materials, furniture, and/or services purchased in connection with the Facility.

**2.14 “Sportsplex”** means Opelika Sportsplex and Aquatics Center located at 1001 Sportsplex Parkway, Opelika, Alabama.

**2.15** “**Sportsplex Membership Fees**” means the cost of membership (individuals or family) to attend and use the amenities of the Sportsplex.

**2.16** “**State**” means State of Alabama.

### **ARTICLE 3**

#### **TERM**

The term of this Agreement shall commence on the Effective Date and shall end on whichever of the following dates should occur the earliest: (a) the date of any termination set forth herein; and (b) the date the Company receives the final incentive for completing the Project. Notwithstanding the foregoing, any statutory tax abatements, exemptions and job performance incentives for which the Company qualifies will remain available to the Company in accordance with the terms of this Agreement.

### **ARTICLE 4**

#### **REPRESENTATIONS AND WARRANTIES**

**4.1** The Public Authorities hereby represent and warrant (i) that they have all necessary power under the Enabling Law to carry out the provisions of this Agreement and (ii) that the execution of this Agreement on their behalf has been duly authorized by resolution adopted by the governing bodies of the City and OIDA.

**4.2** The Company represents and warrants (a) that it has all necessary power under the Constitution and laws of the State of Delaware to carry out the provisions of this Agreement; and (b) that the execution of this Agreement on its behalf has been duly authorized by the governing body of the Company.

**4.3** The Company represents and warrants that it is in good standing, licensed and qualified to do business in Alabama, all in compliance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operation, throughout the duration of this Agreement, including any applicable employment and immigration laws.

**4.3** The Company represents and warrants that it shall give good-faith primary consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in the development, construction and operation of the Facility. Contractors and vendors selected by the Company shall be in good standing and licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Facility shall be in the sole discretion of the Company.

**4.4** The Company represents and warrants that it shall give good-faith consideration for employment at the Facility to qualified, lawful Alabama residents, subject in all cases to the Company’s then usual and customary hiring practices.

**4.5** The Company represents that it shall make available adequate funding to complete the Facility and to conduct the Company's business.

**4.6** The Company represents and warrants that it is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, encumbrance, agreement, instrument, restriction, order or judgment.

**4.7** By signing this Agreement, the Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the City of Opelika. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

**4.8** By signing this Agreement, the Parties affirm, for the duration of this Agreement, that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**4.9** The Company shall comply with all land use regulations, codes and laws affecting the acquisition, ownership, use, improvement and development of the Facility Site. The City agrees, consistent with its regulatory duties and responsibilities, to cooperate with and assist the Company in applying for and to effect in a timely manner, the requisites and necessary local approvals, licenses, permits and permissions for any and all aspects of the development of the Facility Site, including, by way of illustration and not limitation, approval, permits, licenses, or permissions for excavations, traffic control matters, street approvals, zoning requirements and other necessary municipal activity required to complete the development of the Facility Site.

## **ARTICLE 5**

### **OBLIGATIONS OF THE COMPANY**

In consideration of the Public Authorities providing the incentives described in Article 5, the Company makes the following commitments, representations and warranties to the Public Authorities:

- (a) The Company shall use its best efforts to begin assembly, warehouse and distribution operations at the Facility no later than April 8, 2027.
- (b) No later than April 8, 2028, the Company shall employ at least 30 Full-Time Employees at the Facility.
- (c) At the end of the second year and by April 8, 2029, the Company shall employ at least 50 full time employees.
- (d) At the end of the third year and by April 8, 2030, the Company shall employ at least 70 full-time employees.

## **ARTICLE 6**

## OBLIGATIONS OF THE CITY

In consideration of the Company constructing the Facility and conducting business operations at the Facility and the economic benefit to the City and the local community to be realized from these operations, the City shall provide the following incentives:

(a) **Tax Abatements, Exemptions.** Subject to satisfying any requirements specified in the relevant provisions of the Alabama Code, the City will grant to the Company the maximum permissible abatement allowed under Chapter 9B of Title 40, *Code of Alabama* (1975) of (1) all state and local non-educational ad valorem (property) taxes; and (2) all construction-related transaction taxes (sales and use taxes); provided, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County or Opelika City Public Schools shall not be abated. The period of abatement for noneducational property taxes shall extend for a period of ten (10) years measured as provided in Section 40-9B-3(a)(12), *Code of Alabama*. In addition, pursuant to Title II, Article 4 of Chapter 51, *Code of Alabama*, the City will grant to the Company a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years; provided, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County or Opelika City Public Schools shall not be abated. The exemptions granted pursuant to this subsection shall apply to the acquisition of new manufacturing machinery and other new personal property to be purchased and installed at the Facility.

(b) **Shop Opelika First.** The City shall provide to the Company a \$15,000 "Shop Opelika First" grant to reimburse the Company for purchases made from vendors located within the City of Opelika. Payment shall be made within thirty (30) days following confirmation by the Company in writing that it has spent at least \$15,000 for the purchase of goods or services from vendors located within the City of Opelika.

(c) **Relocation Reimbursement.** The City shall pay a cash incentive to the Company of up to \$15,000 (\$5,000 per employee) for up to three (3) employees who establish residency and purchase a home within the City of Opelika. Payment shall be made within thirty (30) days following confirmation by the Company that employees have purchased a home in Opelika and documentation of residency within the City of Opelika. The City acknowledges that the Company shall be eligible to receive relocation reimbursement grants prior to groundbreaking when employees purchase a home in Opelika.

(d) **Sportsplex Membership Fees.** The City shall pay a cash incentive to the Company of up to \$5,000 to reimburse the Company for one-year employee membership fees at the Opelika Sportsplex. The Company shall provide documentation for employee individual and family memberships and shall be reimbursed within thirty (30) days based upon said amounts.

(e) **Job Performance Incentives.** See Article 8 below for job performance incentives.

## ARTICLE 7

### OBLIGATIONS OF OIDA

In consideration of the Company constructing the Facility and conducting business operations at the Facility and the economic benefit to the City and the local community to be realized from these operations, OIDA shall provide the following incentives:

(a) **Southern Union State Community College.** \$10,000.00 will be reimbursed to the Company for training from Southern Union State Community College for the Company's employees. Payment shall be made within thirty (30) days after receipt by the OIDA of written confirmation from the Company that it has expended at least \$10,000 on such training. This would be in addition to the State A.I.D.T. incentives.

## ARTICLE 8

### JOB PERFORMANCE INCENTIVES

The City agrees to make annual job performance grants ("Job Performance Payments") of up to an aggregate amount of \$570,000 over a period of ten (10) years during which the Company continues to operate the Facility within the City as follows:

(a) The City's obligation to make Job Performance Payments to the Company shall be in accordance with the following schedule:

Years	Employee Minimum	Amount Per Year
1	30	\$7,000
2	50	\$10,000
3-10	70	\$15,000

(b) If with respect to any year, the Company is employing less than the Employee Target Number but is employing at least 80% of the Employee Target Number, then the Job Performance Payment will be reduced by multiplying the actual number of full-time employees employed at the Facility by a fraction, the numerator of which is the actual number of full-time employees employed at the Facility on the Employee Target Date, and the denominator of which is the Employee Target Number.

(c) If with respect to any year, the Company is employing less than 80% of the Employee Target Number at the Facility, as of the Employee Target Date, no performance payment shall be due from the City to the Company for that year.

(d) As a condition to City's obligation to make Job Performance Payments under this Article 8, the Company shall provide to the City no later than April 1 prior to the due date of the payment written certification reflecting the number of Full Time Employees as of the Employee Target Date immediately preceding the due date of the Job Performance Payment.

(e) The foregoing analysis will be made on an annual basis, and in no event will the Company be required to refund payments for Job Performance Payments that have been previously made.

(f) The City's obligation under this Article 8 shall not exceed \$15,000.00 for any calendar year nor more than \$137,000.00 in the aggregate over the ten (10) year period.

(g) The Company's compliance with its jobs and capital investment commitments are subject to Force Majeure as defined herein.

## **ARTICLE 9**

### **COSTS AND EXPENSES**

Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, deeds, surveys, or approvals for this Agreement or otherwise.

## **ARTICLE 10**

### **INDEMNIFICATION**

The Company shall release, save, hold harmless, and indemnify the City and the OIDA and their elected officials, officers, board members, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties (collectively, "Losses"), or any of them individually, by reason of any such claim, and the Company, upon notice from the City, shall defend the same at the Company's expense by counsel satisfactory to the City in its reasonable discretion. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. Notwithstanding the foregoing, the Company shall not be obligated to indemnify any Indemnified Parties for Losses to the extent that such Losses are caused by the negligence, misconduct or fraud of any of the Indemnified Parties. The foregoing indemnity obligation shall survive the expiration of or earlier termination of this Agreement and exist until all applicable limitations of actions periods have run.

## **ARTICLE 11**

### **ASSIGNMENT**

This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any Affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement. Any otherwise lawful assignment made by the Company, its successors and assigns, in anticipation of insolvency, bankruptcy, both or each of them, is not authorized under the terms of this Agreement without the express written consent or ratification of the City.

## **ARTICLE 12**

### **FURTHER ASSURANCES**

The Parties agree cooperatively to do all things and take all actions permitted by law and as necessary or required by this Agreement, to assist and enable the Company and its Affiliates, as applicable, (a) to obtain the tax abatements and exemptions and all other incentives and benefits described in or contemplated by this Agreement in Articles 6, 7, 8 and 9 or otherwise, and (b) to commence the Project and establish the Facility during construction thereof and on an ongoing basis thereafter. Such cooperation between the Parties shall include, but without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds as any Party may reasonably identify as necessary or desirable in order for the Company, and its Affiliates, as applicable, to obtain the realization of the benefits described in the first sentence of this Article 13. This Article 12 shall survive the closing of the acquisition by the Company or its Affiliate of the Facility Site, the Commencement of Construction, and the Commencement of Operations by the Company.

## **ARTICLE 13**

### **SECTION TITLES AND HEADINGS**

The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

## **ARTICLE 14**

### **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

## **ARTICLE 15**

### **WAIVERS**

Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

## **ARTICLE 16**

### **TIME IS OF THE ESSENCE**

The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

## **ARTICLE 17**

### **NOTICES**

All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

#### **To The Company:**

GMB USA Alabama, Inc.  
323 Samford Village Court  
Auburn, AL 36830  
Attn: Sang Wook Lee

#### **To The City:**

Honorable Eddie Smith  
Mayor  
Opelika City Hall  
204 South 7<sup>th</sup> Street  
Opelika, AL 36801

#### **To the OIDA:**

Mr. David Scott  
Chairman  
P.O. Box 965  
Opelika, AL 36803

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Article.

**ARTICLE 18**

**ENTIRE AGREEMENT, AMENDMENT**

This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

**ARTICLE 19**

**GOVERNING LAW**

The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the parties agree that any dispute between the parties for which judicial resolution in the state or federal court system is appropriate shall be resolved in the Circuit Court of Lee County, Alabama.

**ARTICLE 20**

**EXTENSION OF TIME**

Upon written request from the Company, the City shall have the authority, in its sole discretion, to extend the time for performance of any jobs target date or capital investment requirement by up to one year.

**EXECUTED** by the authorized representatives of the Parties on the dates indicated below.

**GMB USA ALABAMA, INC.**

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

Its: \_\_\_\_\_

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

**CITY OF OPELIKA, ALABAMA**

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

Its: Mayor\_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
**RUSSELL A. JONES, MMC**  
**CITY CLERK**

**OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY**

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

Its: Chairman\_\_\_\_\_

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

**Exhibit A**

The Facility Site

## Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 7<sup>th</sup> day of April, 2026, by and between The City of Opelika (the Granting Authority), and GMB USA Alabama inc (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 336390 or business activity Manufacturing parts and modules for automobiles meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended; and

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 8<sup>th</sup> day of April, 2027; and

WHEREAS the Project will be located in the County of Lee (check only one)

inside the city limits of Opelika, Alabama.

inside the police jurisdiction of \_\_\_\_\_.

outside the city limits and police jurisdiction of the City of \_\_\_\_\_; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

all state and local noneducational property taxes,

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 7<sup>th</sup> day of April, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

all state and local noneducational property taxes;

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- owned by the entity applying for the abatement,
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

- A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,
- A data processing center as defined in Section 40-9B-3(a)(4), **Code of Alabama 1975**,

A research and development facility as defined in Section 40-9B-3(a)(23), **Code of Alabama 1975**,  
A renewable energy facility as defined in Section 40-9B-3(a)(22), **Code of Alabama 1975**,  
A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10)e, **Code of Alabama 1975**, or  
A tourism destination attraction as defined in Section 40-9B-3(a)(25), **Code of Alabama 1975**;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for <sup>10</sup>\_\_\_\_\_years,

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

To the fullest extent permitted by the Tax Incentive Reform Act, the Granting Authority grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes; provided, however, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County, or Opelika City Public Schools shall not be abated.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

(a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 38,584.20 per year and the maximum period for such abatement shall extend for a period of <sup>10</sup>\_\_\_\_\_years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

- (b) If bonds are issued, noneducational property taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be valid for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance project.
- (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 327,958.00 and such abatement shall not extend beyond the date the Project is placed in service.
- (d) Mortgage and recording taxes are expected to be \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 9,627,266.00 \_\_\_\_\_;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:  
Initially- 37 \_\_\_\_\_ Year 1- 16 \_\_\_\_\_ Year 2- 17 \_\_\_\_\_ Year 3- 5 \_\_\_\_\_;

(c) Annual payroll initially at the Project and in each of the succeeding three years:  
Initially- \$1,739,000 Year 1-\$752,000 Year 2-\$799,000 Year 3-\$235,000

(ci) The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

## GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

\_\_\_\_\_  
(the Company)

\_\_\_\_\_  
(the Granting Authority)

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 6:00 p.m. on Tuesday, April 7, 2026, in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 642 to the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) approving the execution and delivery of a Project Agreement (the “Agreement”) and approving certain tax abatements and exemptions by and among the City, Opelika Industrial Development Authority (“OIDA”) and GMB USA Alabama, Inc., an Alabama corporation, (the “Company”) to be dated the date of delivery with respect to a proposed new manufacturing facility to be located in the City (the “Facility” or the “Project”).

Pursuant to the Agreement, the Company will agree to establish an automotive plant to be located at 95 Orr Avenue within the Orr Industrial Park in the corporate limits, requiring an initial capital investment of approximately nine million, six hundred thousand dollars (\$9,600,000), subject to changes, plus or minus, in the equipment and construction costs. The Company estimates that it will initially employ approximately seventy-five (75) full-time employees at the Facility. In consideration for the obligations of the Company under the Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Agreement, including cash incentives, job performance incentives, tax abatements and infrastructure improvements.

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

The business entity to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value is GMB USA Alabama, Inc.

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

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

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

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

DATED this the 19<sup>th</sup> day of March, 2026.

/s/ Russell A. Jones, MMC

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CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the March 19,2026, issue of your paper.

/s/ Russell A. Jones, MMC

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CITY CLERK

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

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR  
STRUCTURE LOCATED AT 1904 TRIMBLE STREET, OPELIKA, ALABAMA 36801,  
PARCEL ID NO.: 43-10-04-18-3-002-141.000 IN COMPLIANCE WITH SECTIONS  
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE,  
OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH ORDINANCE NO. 116-15.  
OF THE CITY OF OPELIKA, ALABAMA**

**WHEREAS**, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure (the store) located at 1904 Trimble Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-002-141.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

**WHEREAS**, Sam Pollard, Jr., and Daisy Pollard are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

**WHEREAS**, Sam Pollard, Jr., and Daisy Pollard are the persons last assessing the subject property for state taxes; and

**WHEREAS**, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sam Pollard, Jr., 800 E. Towne Lake Cir, Opelika, AL 36804 and Daisy Pollard, 800 E. Towne Lake Cir, Opelika, AL 36804; and

**WHEREAS**, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

**WHEREAS**, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

**WHEREAS**, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

**WHEREAS**, Tuesday, April 7, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1904 Trimble Street is unsafe to the extent that it creates a public nuisance; and

**WHEREAS**, the City Council of the City of Opelika met on Tuesday, April 7, 2026, at the aforesaid time and place for the purpose of conducting said public hearing; and

**WHEREAS**, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1904 Trimble Street, Opelika, Alabama; and

**WHEREAS**, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1904 Trimble Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-002-141.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive

of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Part of Lot 4, Block 236 of Totten's Official Map of Opelika, Alabama, and to find the beginning point, commence at the intersection of Trimble Drive by Hill Street, or Road (on the West Side of Trimble Drive and the South side of Hill Street, or Road) and run in a southerly direction along the West side of Trimble Drive 100 feet to the beginning point and from this point continue in a Southerly direction along the West side of Trimble Drive 50 feet, thence run West 100 feet parallel with the South line of Lot 4 of Block 236 of Totten's Official Map of Opelika, AL, thence run in a Northerly direction parallel with Trimble Drive 50 feet, thence run East 150 feet to point of beginning on Trimble Drive, and said lot is bounded on North by lot of Eddie Pollard; on South by lot of Deek Springer; on the East by Trimble Drive; on the West by Edge land.

Note: The deed contained a typo and the Street Name for Hill Street was typed as Hall Street in the Deed. The legal description above has been corrected to the correct street name of Hill Street.

Also being further described as Parcel Number 43-10-04-18-3-002-141.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure (the store) to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a

resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of 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

Cc: Sam Pollard, Jr.  
800 E. Towne Lake Cir  
Opelika, AL 36804

Daisy Pollard  
800 E. Towne Lake Cir  
Opelika, AL 36804

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

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

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

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

From a R-2 District (Low Density Residential District) to a C-2, GC-P District (Office/Retail, Gateway Corridor Primary District), the parcels of land hereinafter described:

**PARCEL 1**

Commence at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 3, Township 19 North, Range 27 East, Lee County, Alabama, which point is also the point of beginning of the property herein described. From said point of beginning, thence run South 01°-28'07" West for 723.27 feet to a point in the margin of North Uniroyal Road; thence run North 89°-51'01" West, along said margin for 360.25 feet; thence run North 01°-28'07" East for 728.11 feet; thence run South 89°-04'-50" East for 360.17 feet to the point of beginning, containing 6 acres, more or less.

**PARCEL 2**

Commence at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 3, Township 19 North, Range 27 East, Lee County, Alabama; thence run South 01° 28' 07" West for 723.27 feet to a point on the North margin of North Uniroyal Road; thence run North 89°-51'-01" West, along said margin for 360.25 feet to a point, which point is the point of beginning of the property to be herein described: From said point of beginning thence run North 89°51'01" West for 116.83 feet; thence run in a Southwest direction along said margin on the arc of a curve to the left having a radius of 882.41 feet for an arc length of 113.29 feet; thence run in a Southwest direction along said margin of North Uniroyal Road on the arc of a curve to the left having a radius of 882.41 feet for an arc length of 748.18 feet to the Southeast margin of Interstate Highway No. I-85; thence run North 34°21'07" East, along said margin of I-85, for 1,316.83 feet; thence run North 43°27'05" East for 38.86 feet; thence run South 89°04'50" East for 97.72 feet; thence run South 01°28'07" West for 728.11 feet to the said point of beginning. Containing 6.52 acres, more or less. Being part of that property heretofore conveyed by warranty deed dated March 10, 1994 of record in Deed Book 1833, at Page 71, in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property contains 12.5 acres, more or less, and is located at 1550 and 1570 North Uniroyal Road, Opelika, Alabama.

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

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

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

# City of Opelika Planning Commission Report

---

**Action Requested:** Rezoning, 12.5 acres, from R-2 to C-2, GC-P .

**Location of Property:** 1550 & 1570 N. Uniroyal Road

**Property Owner(s):** Gateway Community Church, Inc.  
Paul Brumett, authorized representative

**Current Zoning:** R-2 (low density residential)/GC-P

**Proposed Zoning:** C-2 (office retail)/GC-P

**Existing Land Use:** Undeveloped (previously approved for church)

**Surrounding Zoning Districts**

<b>And Land Uses:</b>	North	C-2/GC-P	Undeveloped
	South	R-2/GC-P	Undeveloped
	East	C-2/GC-P	Undeveloped
	West	R-2/GC-P	Undeveloped (across I-85)

**Rezoning**

The applicant is requesting to rezone 12.5 acres from a R-2 to a C-2 zoning district. North Uniroyal and I-85 are both in the Gateway Corridor – Primary overlay. The applicant would like to rezone the property to match the C-2 property adjacent to the north and east of this property. Previously, the Planning Commission had approved conditional use for a church at this location. However, that use approval has since lapsed.

The property has a current future land use classification as Office/Business Park. This use would include standalone offices, offices or uses in a campus like configuration and may allow some light industrial, warehouse or logistic uses. Uses are generally compatible with nearby residential. The Economic Development framework goes on to further describe this as Modern, Industrial Business, and Office Park. This would include traditional office uses, but also potential for flexible space with high quality architecture and landscaping.

The C-2 zone is an appropriate zone for these proposed uses. However, staff has some concerns that the property is a significant distance from any sanitary sewer access. The nearest sewer is either across I-85 or half a mile to the south. The City is currently working on bringing a trunk line through the general vicinity near Double Hill Road. This would get sewer closer but would still be some distance away. This project is expected to take approximately 2 years. Once sewer is available staff would fully support rezoning this property to C-2.

### **Staff Recommendation**

While staff recognize that the adjoining property is zoned C-2 and the land use plan supports this rezoning, we have concern rezoning the property to a commercial use without sewer being available. **Planning Staff recommends the Planning Commission send a negative recommendation to the City Council to rezone the 12.5-acre property from R-2/GC-P to C-2/GC-P. If the Planning Commission or City Council does feel that C-2 is appropriate now, any approval should be with the condition that no commercial development shall occur until such time that the property is served by sanitary sewer.**

*The Planning Commission voted 8 to 0 to send a positive recommendation to City Council to rezone the 12.5 acres C-2, GC-P with conditions. The condition is that the property owner provide the necessary utilities for the commercial zoned property.*



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

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

Alabama (the “City”) as follows:

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

From a R-2 District (Low Density Residential District) to a C-3, GC-P District (General Commercial, Gateway Corridor-Primary District), the parcel of land hereinafter described:

Part Sec 9 T19N R26E: Commence Northeast corner; West 375’ South to beginning; West 2330’ South; South 185’; West 500’ to East right-of-way North Auburn Road; South 820’ South on right-of-way to Northeast right-of-way U.S. Highway 280; Southeast 3170’ South on right-of-way; Northeasterly 355’ South on right-of-way; Northeast 245.7’; Northeast 522’; North 600’ South; Northwesterly 380’ South; North 1350’ South to Point of Beginning.

The above-described parcel contains 113.4 acres and is located in the 4600 Block of Birmingham Highway, Opelika, Alabama.

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

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

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

# City of Opelika Planning Commission Report

---

**Action Requested:** Rezoning, 113.4 acres from R-2 to C-3, GC-P

**Location of Property:** 4600 block Birmingham Highway

**Property Owner(s):** War Eagle Properties, LLC  
Alan Dorn, authorized representative

**Current Zoning:** R-2 (low density residential)

**Proposed Zoning:** C-3, GC-P (general commercial, gateway corridor overlay-primary)

**Existing Land Use:** Undeveloped

**Surrounding Zoning Districts  
And Land Uses:**

North	R-2 & I-1	Undeveloped Wastewater treatment facility
South	C-2, GC-P	Gas station/Convenience store
East	I-1 & R-1	Undeveloped
West	C-3, GC-P	Undeveloped (future Extreme Powersports)

**Rezoning**

The applicant is requesting to rezone 113.4 acres from R-2 to a C-3, GC-P (general commercial, Gateway Corridor Overly) zoning district. The property is undeveloped. About 55 acres of the 113.4 acres across the north section of the 113 acres is in a floodplain and will remain undeveloped. The south portion of the property along Highway 280 is buildable; the south portion extends about 1,500 feet from the intersection of Grand National Parkway & Highway 280 near to the Waverly Parkway and Highway 280 intersection. The rezoning property includes the undeveloped northeast corner of the Grand National Parkway and Highway 280 (Birmingham Hwy) intersection. The intersection has a traffic light, and commercial uses exists on three corners. Traffic volume is increasing at the intersection and commercial growth is expected.

Most of the adjacent properties on the north, east, and south sides of the rezoning property are undeveloped except at the intersection of Grand National Parkway and Highway 280. The intersection includes Shelton Mill Road and Hwy 280 intersection located on the south side of Highway 280 . This intersection has two gas stations and convenience stores (Tiger Express BP gas is at one corner and RaceTrac is across Shelton Mill Road from BP under construction. Two single family home neighborhoods with over 100 lots are near this intersection.

There are C-3, GC-P zoned properties adjacent to the rezoning property. A 10-acre property zoned C-3, GC-P and currently undeveloped is across Grand National Parkway from the subject property.

Extreme Powersports (ATVs & motorcycles sales and service) has been submitted for conditional use approval on this corner lot. Adjacent to the Extreme Powersports property is APR (Advanced Performance Racing) on 11 acres that is zoned C-3, GC-P. On the south side across Highway 280 from the rezoning property are properties zoned C-2, GC-P zoning district.

The applicant/property owner does not have a commercial development for the rezoning property. The applicant is requesting a rezoning from a R-2 zone to a C-3, GC-P commercial zone; the adjacent properties are zoned C-3, GC-P. A rezoning to C-3, GC-P zone improves the marketability of the 113 acres. If a C-3, GC-P zoning district is approved, single family homes are outright allowed, and townhomes (attached single family homes) are allowed with conditional use approval.

#### **Staff Recommendation**

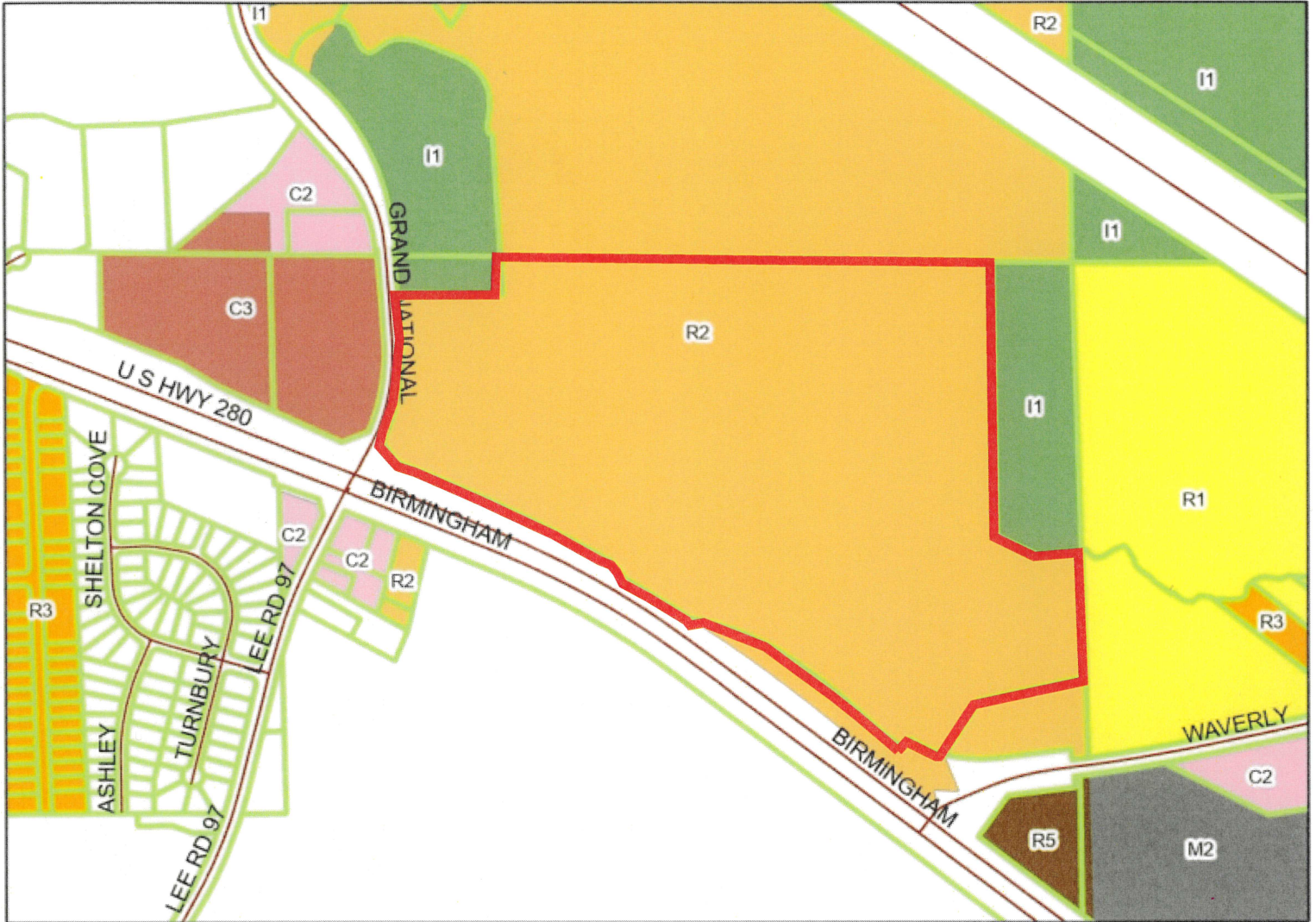
The rezoning property is adjacent to two 10-acre properties located west of the rezoning property and zoned C-3, GC-P. The properties across Highway 280 from the rezoning property at the corner of Highway 280 and Shelton Mil Road (gas station and convenience stores) are zoned C-2, GC-P (office retail). A large portion of the 113.4 acres rezoning property is in a floodplain and unbuildable. **Planning Staff recommends the Planning Commission send a positive recommendation to the City Council to rezone the 113.4 acres from R-2 to C-3, GC-P.**

#### **Staff Recommendation**

**Staff recommends the 2040 Land Use Plan for the 113.4-acre rezoning property be amended from the “single family neighborhood” land use designation to an “office/business park” designation on the Land Use Plan if a rezoning from R-2 to C-3, GC-P is approved by City Council.**

*At the February 24<sup>th</sup> meeting, the Planning Commission voted to send a positive recommendation to the Planning Commission to rezone the 113.4 acres from a R-2 zone to a C-3, GC-P zoning district.*

**WAR EAGLE PROPERTIES REZONING REQUEST  
4600 BLOCK BIRMINGHAM HIGHWAY  
R-2 TO C-3, GC-P**



The applicant is requesting approval to rezone 113.4 acres to general commercial (C-3, GC-P). About 70% of the 113.4 acres is in a floodplain. Commercial development is proposed at the corner of Birmingham Hwy & Grand National Parkway.



**Subject Property**

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

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

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

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

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

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

Lot 3 of Century Park Subdivision, Opelika Section, according to the plat thereof  
recorded in Plat Book 39, Page 94, in the Office of the Judge of Probate of Lee County,  
Alabama, containing 42.73 acres, more or less

The above-described property contains 42.73 acres, more or less, and is located in the  
1500 block of Century Boulevard, Opelika, Alabama.

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

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

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

# City of Opelika Planning Commission Report

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**Action Requested:** Rezoning 42.7 Acres - from R-3 to R-5

**Location of Property:** 1500 block Century Boulevard

**Property Owner(s):** Richard D. Starr and James L. Starr  
Lee Tharp, Kadre Engineering, authorized representative

**Current Zoning:** R-3 (medium density residential)

**Proposed Zoning:** R-5 (high density residential)

**Existing Land Use:** Undeveloped

**Surrounding Zoning Districts  
And Land Uses:**

North	R-3	Undeveloped
South	I-1	Cemetery - Garden Hill Cemetery
East	C-2	Undeveloped
West	PUD	Solstice Apartments (56 units)

**Rezoning**

The applicant is requesting to rezone 42.7 acres from R-3 to R-5. The applicant desires to construct 48 townhomes. Townhomes are not allowed in the current R-3 zoning district. The R-5 zone allows townhomes with conditional use approval. The townhome development is accessed from Century Boulevard. Century Boulevard will be extended to the east for the townhome development and later intersect with Frederick Road.

A 100-year flood zone is 24 acres of the 42.7-acre rezoning property. The townhome immediate developed area<sup>1</sup> is 10.34 acres. The townhome density in the immediate area is 4.6 dwelling units per acre. In the R-5 zone maximum density is 16 dwellings per acre. The flood plain width on the east and north side of the 10.3-acre townhome immediate area ranges from 300 to 440 feet. Future development on the north and east side (if possible) will be at least 300 feet from the rezoning property.

The adjacent property on the south side next to the 10.3-acre townhouse development is 27 acres owned by Garden Hills cemetery. (This section of the Garden Hills cemetery property that is next to the townhome development is reserved for burial plots.)

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<sup>1</sup> The immediate area of the townhome development consists of townhome lots, private streets, six open space areas as numbered, and a 100' Alabama power easement near the southeast corner of the 10.34 acres.

The adjacent property on the west side is Solstice Apartments consisting of 28 duplex rental apartments (56 units total) on 11.2 acres. Next to Solstice apartments is Shiloah Apartments with 56 rental units. Access to these apartments is from Century Boulevard.

There are three additional multi-family developments (two apartments - rental) and one townhome development (fee-simple ownership). These three developments front along Century Boulevard and located within ½ mile of the rezoning property: (1) Century Park Apartments, 80 unit on 6.4 acres; (2) Providence Park Apartments, 56 units on 5 acres, and (3) Legacy Village townhomes (fee simple ownership), 55 units on 10 acres. Legacy Townhomes began construction in 2022. The townhomes are fee simple ownership with yard space not rental apartments.

### **Staff Recommendation**

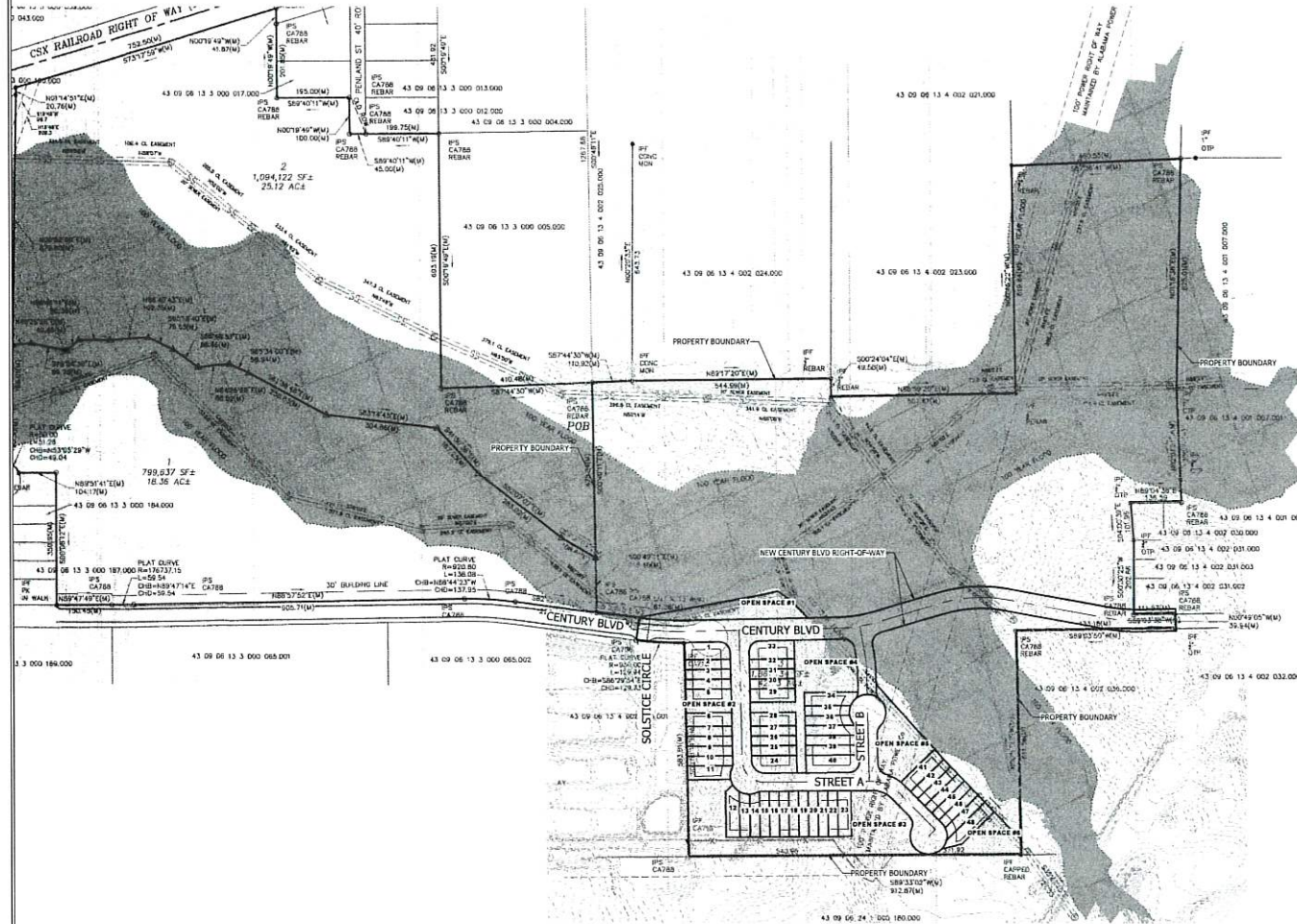
There are existing apartment and townhome multi-family developments adjacent to or near the rezoning property on Century Boulevard. The existing multi-family developments on Century Boulevard total 303 dwelling units (248 apartment units and 55 townhome lots fee-simple). There are no single-family homes on Century Boulevard.) **Staff recommended to Planning Commission to send a positive recommendation to the City Council to rezone the property from R-3 to R-5.**

*At the January 27th meeting, the Planning Commission voted to send a positive recommendation to City Council to rezone the property from R-3 to R-5.*



# CENTURY PARKWAY SUBDIVISION

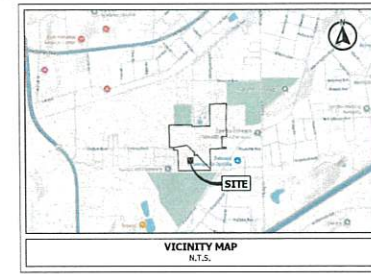
## OPELIKA, AL



**NOTES:**  
 1. ALL PROPOSED LOTS SHALL BE TOWNHOME LOTS CONFORMING TO THE STANDARDS AS DESCRIBED IN THE CITY OF OPELIKA ZONING ORDINANCE AND SUBDIVISION REGULATIONS.

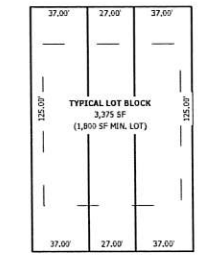
### LEGEND

	PROPOSED LOT LINE
	SETBACK LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	WETLAND AREA
	OPEN SPACE



**PROJECT CONTACTS:**  
**ENGINEER**  
 KADRE ENGINEERING  
 404 OPELIKA ROAD, SUITE A  
 AUBURN, AL 36830

SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF LEE	
EXIST. TAX PARCEL ID:	006140020900
SITE AREA:	+/- 42.73 AC
ADDRESS:	6 CENTURY BLVD
ZONING:	R5
MIN. LOT SIZE:	1,800 SF
TYPICAL LOT WIDTH:	20'
TYPICAL LOT DEPENDENCIES:	27 x 125'
FRONT:	25'
SIDE:	10'
STREET SIDE:	20'
REAR:	20'
TOTAL LOTS PROPOSED:	48
MAX BUILDING AREA:	60%
DWELLING UNITS PER ACRE ALLOWED:	18 (R5)
DWELLING UNITS PER ACRE PROVIDED:	1.12 LOTS/AC
LF OF ROADWAY:	1,673.55 LF
SMALLEST LOT:	(LOT 11) 3,233 SF
LARGEST LOT:	(LOT 40) 6,863 SF



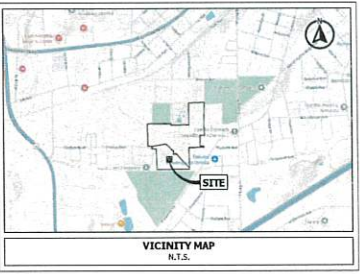
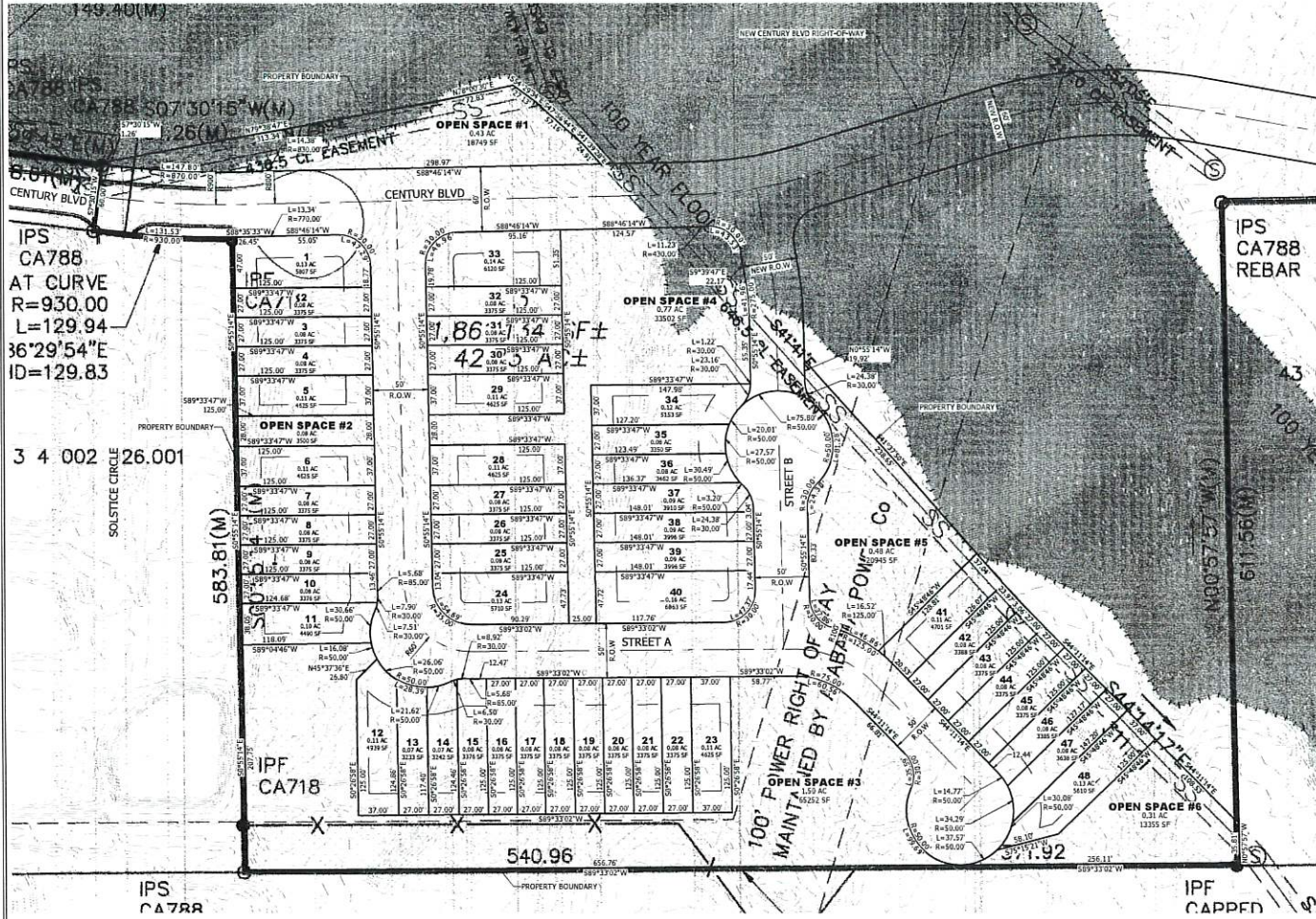
TYPICAL TOWNHOME LOT BLOCK LAYOUT  
N.T.S.



PRELIMINARY NOT FOR CONSTRUCTION  
**KADRE ENGINEERING**  
 BIRMINGHAM • AUBURN • ORANGE BEACH  
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 CENTURY PARKWAY SUBDIVISION  
 OPELIKA, AL  
 SHEET TITLE:  
 CONDITIONAL USE SITE PLAN  
 DRAWN BY: CLT  
 CHECKED BY: CLT  
 DATE: 12/30/2025  
 PROJECT NUMBER: 25120  
 SCALE: SEE PLAN  
 SHEET NUMBER:  
**C1.0**

# CENTURY PARKWAY SUBDIVISION

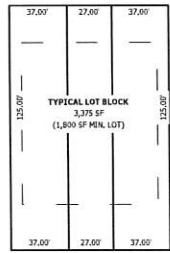
## OPELIKA, AL



**PROJECT CONTACTS:**

**ENGINEER**  
KADRE ENGINEERING  
404 OPELIKA ROAD, SUITE A  
AUBURN, AL 36830

SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF LEE	
EXIST. TAX PARCEL ID:	0966140028000
SITE AREA:	42.73 AC
ADDRESS:	0 CENTURY BLVD
ZONING:	R5
MIN. LOT SIZE:	1,800 SF
MIN. LOT WIDTH:	20'
TYPICAL LOT DIMENSIONS:	27' x 125'
ROAD SETBACK:	
FRONT:	25'
SIDE:	10'
STREET SIDE:	20'
REAR:	20'
TOTAL LOTS PROPOSED:	48
MAX BUILDING AREA:	60%
DWELLING UNITS PER ACRE ALLOWED:	16 (R5)
DWELLING UNITS PER ACRE PROVIDED:	1.12 LOTS/AC
LF OF ROADWAY:	1,873.95 LF
SMALLEST LOT:	(LOT 13) 3,233 SF
LARGEST LOT:	(LOT 40) 8,863 SF



**LEGEND**

	PROPOSED LOT LINE
	SETBACK LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	WETLAND AREA
	OPEN SPACE

**NOTES:**

1. ALL PROPOSED LOTS SHALL BE TOWNHOME LOTS CONFORMING TO THE STANDARDS AS DESCRIBED IN THE CITY OF OPELIKA ZONING ORDINANCE AND SUBDIVISION REGULATIONS.

PRELIMINARY  
NOT FOR  
CONSTRUCTION



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CENTURY PARKWAY SUBDIVISION  
OPELIKA, AL

SHEET TITLE:  
CONDITIONAL USE  
SITE PLAN

DRAWN BY: CLT  
CHECKED BY: CLT  
DATE: 12/30/2025  
PROJECT NUMBER: 25120  
SCALE: SEE PLAN  
SHEET NUMBER:

**C1.1**



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

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

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

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

From a R-1 District (Rural District) to a R-2 District (Low Density Residential District), the parcel of land hereinafter described:

Commencing at a 1" open top pipe at the northeast corner of Section 11, Township 19 North, Range 26 East, Opelika, Lee County, Alabama; Thence South 47° 22' 18" West, a distance of 1885.23 feet to a point of beginning of a parcel of land more fully described as follows;

From said point of beginning, thence South 03° 16' 24" East, a distance of 131.00 feet to a point;

Thence South 40° 10' 11" East, a distance of 542.38 feet to a point;

Thence South 37° 35' 32" East, a distance of 376.59 feet to a point;

Thence South 55° 01' 44" West, a distance of 90.92 feet to a point;

Thence North 85° 40' 28" West, a distance of 304.92 feet to a point;

Thence South 04° 18' 47" West, a distance of 429.21 feet to a point;

Thence North 85° 41' 47" West, a distance of 155.86 feet to a point;

Thence North 04° 20' 12" East, a distance of 210.48 feet to a point;

Thence North 85° 45' 41" West, a distance of 17.05 feet to a point;

Thence North 04° 14' 51" East, a distance of 139.86 feet to a point;

Thence North 85° 43' 44" West, a distance of 260.21 feet to a point;

Thence North 04° 01' 57" East, a distance of 253.62 feet to a point;

Thence North 27° 10' 16" West, a distance of 647.94 feet to a point;

Thence North 49° 38' 10" East, a distance of 97.23 feet to the beginning of a non-tangential curve,

Said curve to the right having a radius of 330.00 feet, a chord bearing of North 83° 30' 41" East, a chord distance of 37.83 feet, and arc length of 37.85 feet;

Thence North 86° 45' 45" East, a distance of 396.39 feet to the point of beginning, said parcel containing 14.00 acres or 609,757.93 square feet, more or less.

From a R-1 District (Rural District) to a R-3 District (Low Density Residential District), the parcel of land hereinafter described:

Commencing at a 1" open top pipe at the northeast corner of Section 11, Township 19 North, Range 26 East, Opelika, Lee County, Alabama; Thence South 54° 11' 59" West, a distance of 2335.85 feet to a point of beginning of a parcel of land more fully described as follows;

From said point of beginning, thence South 27° 10' 16" East, a distance of 647.94 feet to a point; Thence South 04° 01' 57" West, a distance of 253.62 feet to a point;

Thence North 85° 43' 44" West, a distance of 132.31 feet to a point;

Thence South 04° 25' 56" West, a distance of 20.28 feet to a point;

Thence North 85° 34' 04" West, a distance of 60.17 feet to a point;

Thence North 81° 55' 22" West, a distance of 89.84 feet to a point;

Thence North 41° 30' 55" West, a distance of 116.62 feet to a point;

Thence North 27° 10' 58" West, a distance of 239.97 feet to a point;

Thence North 19° 40' 28" West, a distance of 459.47 feet to a point;

Thence South 86° 23' 31" East, a distance of 225.00 feet to a point;

Thence North 49° 38' 10" East, a distance of 159.42 feet to the point of beginning, said parcel containing 7.11 acres or 309,790.6 square feet, more or less.

The above-described parcels contain 21.11 acres and are located at 598 Dunlop Drive, Opelika, Alabama.

This rezoning request is being sent to the Council with a negative recommendation by the Planning Commission. According to the Planning Commission, the proposed, more intensive use is not compatible with the scale and character of the adjacent, lower-density residential properties.

**Section 2.** This rezoning request comes to the Council with a negative recommendation from the Planning Commission.

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

**Section 4.** This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

# City of Opelika Planning Commission Report

---

**Action Requested:** Rezoning Request, 21.6 Acres

**Location of Property:** 598 Dunlop Drive

**Property Owner(s):** Dunlop Family Investments LLC  
Josh Mura, Samford Group LLC authorized representative

**Current Zoning:** R-1

**Proposed Zoning:** R-2 and R-3

**Existing Land Use:** Undeveloped

**Surrounding Zoning Districts  
And Land Uses:**

North	R-1 & R-3	Undeveloped & single-family home
South	R-3 & R-5	Single family home & apartments
East	R-2	Single family homes
West	R-3	Single family homes

**Rezoning**

The applicant is requesting to rezone 21.6 acres from R-1 to a R-2 and R-3 zoning district. In the R-2 zone, a minimum 15,000 square foot (sf) lot is required; in the R-3 zone the minimum lot size is 10,000 sf. The applicant has provided plans to construct single family homes: 21 lots zoned R-3 at a minimum 10,000 sf and 11 lots zoned R-2 at a minimum 15,000 sf.

The applicant has provided a draft preliminary plat for a future Planning Commission meeting for the 33 single-family home lots if the rezoning from R-2 and R-3 zone is approved by City Council. The draft plat shows eleven R-2 zoned lots that range from 17,234 sf to 40,178 sf. The eleven lots are accessed from White Road. (If the R-2 rezoning request is approved and a plat is provided, a turn-around must be shown on the plat providing an emergency vehicle turnaround for fire trucks on White Road.)

If the rezoning from R-1 to R-3 is approved, then the proposed 21 lots zoned R-3 would exceed 10,000 sf. The R-3 lots will be accessed from Dunlop Drive. Dunlop Drive is accessed from Waverly Parkway and then Dunlop Drive ends at the proposed R-3 rezoning property (see draft preliminary plat). This would potentially extend Dunlop Drive from Rustic Street to the proposed Waverly Wood Subdivision. Existing adjacent properties on the west and south sides of the proposed R-3 rezoning property are zoned R-3. There are 16 adjacent lots zoned R-3 on the west and south sides of the proposed R-3 rezoning property. The 16 adjacent lots with a single-family

home on each lot are at least 10,000 sf (minimum lot size for a R-3 zone is 10,000 sf). The R-3 area would be approximately 7.1 acres, and the R-2 area would comprise approximately 14.5 acres.

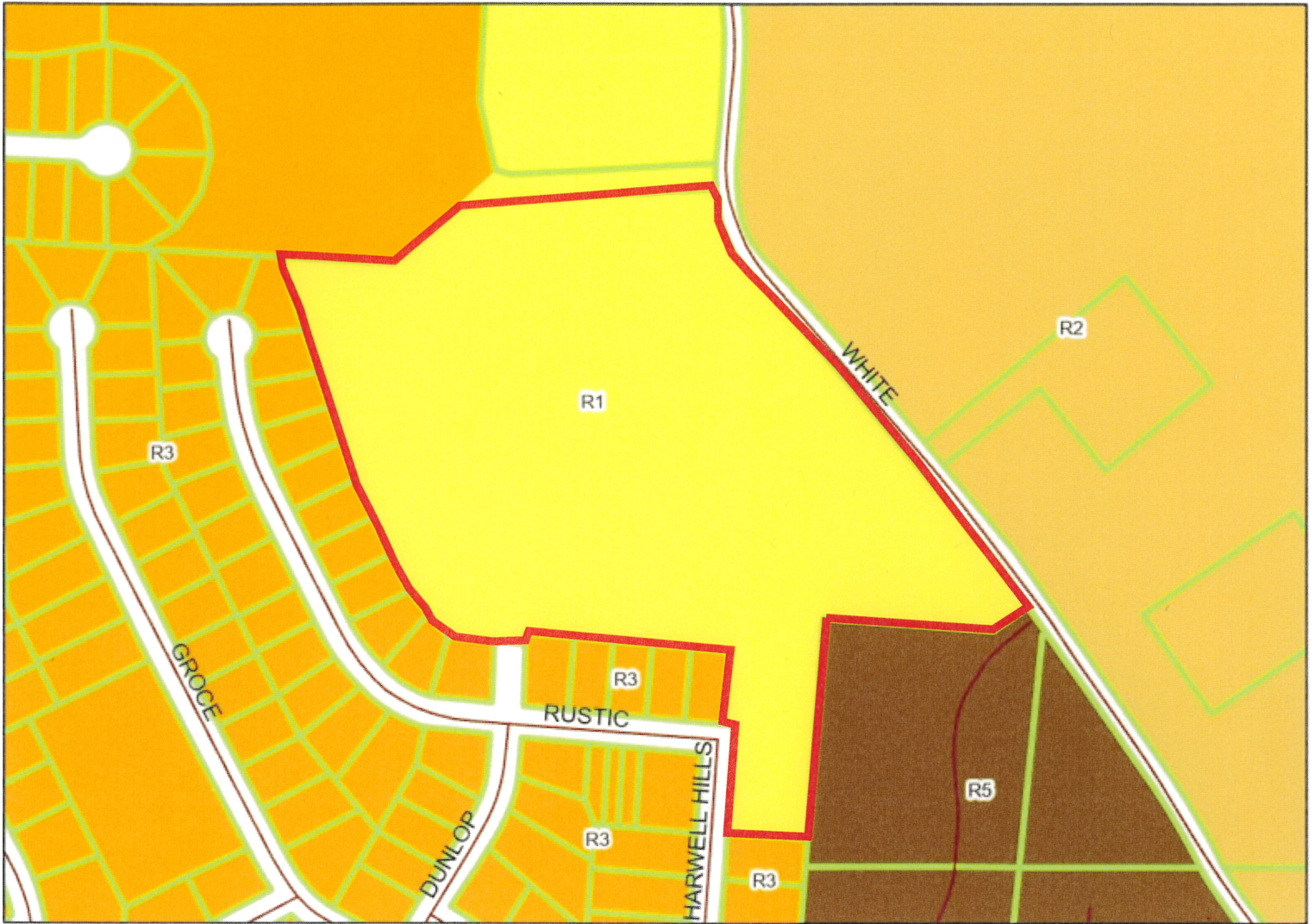
The Land Use Plan in the 2040 Comprehensive Plan designates the 21.6-acre rezoning property as 'single-family neighborhood.' This designation consist primarily of single-family homes on lots about the same size, but also attached single-family homes (townhomes and duplexes) may be appropriate on the outside edge. The Land Use Plan also assigns the single-family neighborhood designation to a larger area north, east, and west of the rezoning property, and extends to the west side of Veterans Parkway.

### **Staff Recommendation**

There are existing single-family homes in R-2 and R-3 zoning districts with 10,000 sf and 15,000 sf lots that are adjacent to the 21.6-acre rezone property. The proposed lot sizes and single-family land use proposed for the rezoning property is compatible with the existing homes and adjacent R-2 and R-3 zoning districts. **Staff recommends Planning Commission send a positive recommendation to the City Council to rezone a portion of the 21.6 acre from R-1 to R-2 and a rezone a portion from R-1 to R-3 as shown on the draft preliminary plat.**

*At the February 24<sup>th</sup> meeting, the Planning Commission voted to send a denial recommendation to City Council for the rezoning. The vote was 4 opposing the rezoning, 3 in favor of the rezoning, and 1 abstaining.*

**POND VIEW WOODS REZONING REQUEST  
598 DUNLOP DRIVE  
R-1 TO R-2 and R-3**



The applicant is requesting rezoning of 21.6 acres for 32 single family home lots. 21 lots zoned R-3 accessed from Dunlop Road and 11 lots zoned R-2 accessed from White Road. R-3 minimum lot is 10,000 sf and R-2 minimum lot is 15,000 sf.



Subject Property

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



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

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

Alabama (the “City”) as follows:

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

From a R-1 District (Rural District) to a C-2, GC-P District (Office/Retail, Gateway Corridor-Primary District), the parcel of land hereinafter described:

Commencing at the Northeast corner of Lot 2-A-2 of the Administrative Plat of Broad Metro LLC Lot 2-A Redivision; thence N89°46'22"E a distance of 331.43 feet; thence N89°53'07"E a distance of 95.41 feet to the Point of Beginning; thence N89°53'07"E a distance of 99.67 feet; thence S05°16'50"E a distance of 395.73 feet; thence S74°31'26"E a distance of 221.04 feet; thence S38°30'18"E for a distance of 204.92 feet; thence S07°26'48"E a distance of 395.46 feet; thence N75°28'10"W a distance of 447.16 feet; thence N69°30'25"W a distance of 101.04 feet; thence N00°01'47"W a distance of 857.75 feet to the Point of Beginning. Described parcel contains 6.59 acres, more or less.

The above-described parcel contains 18.1 acres and is located at 3310 Society Hill Road, Opelika, Alabama.

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

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

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

# City of Opelika Planning Commission Report

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**Action Requested:** Rezoning 6.59 acres - from C-2, GC-P and R-1 to C-2, GC-P ,

**Location of Property:** Gateway Drive and Society Hill Road

**Property Owner:** Capps Family Partners, LTD  
Marc McLaughlin, authorized representative

**Current Zoning:** C-2, GC-P and R-1

**Proposed Zoning:** C-2, GC-P

**Existing Land Use:** Undeveloped

**Surrounding Zoning Districts  
And Land Uses:**

North	PUD and C-2, GC-P	Undeveloped
South	R-1 and C-3, GC-P	Residential and Undeveloped
East	R-1, C-2, PUD, GC-P	Residential and Commercial
West	PUD, GC-P	Restaurant and Hotel

The applicant is requesting to rezone the 6.59 acres from R-1 to C-2, GC-P. The entire site is 18.1 acres, but the majority is already zoned C-2, GC-P. The developer has requested conditional use for a 252-apartment complex on the 16.3 acres. The same property has a subdivision request to create out parcels and separate the existing residential home. C-2 is an office and light commercial zoning district that allows apartments conditionally. Apartment developments are often located adjacent to entertainment and commercial developments.

The adjacent properties are a mix of commercial PUDs and C-2 and R-1 zonings. The R-1 zoning is located on the former Capps family home. The I-85 interchange is now a busy commercial node. Because C-2 accommodates both commercial, retail, and residential uses, the C-2, GC-P zone is more appropriate than the legacy R-1. The rezoning request also has a conditional use request for apartment development and a subdivision plat. Therefore, the request is that the lot can be developed with apartments and commercial space along Gateway Drive.

The adjacent properties on the east and west are residential, undeveloped, and restaurants. The commercial would be an appropriate transition between the entertainment PUD development and residential developments. The mixed residential land use is also appropriate for the proposed multifamily use.

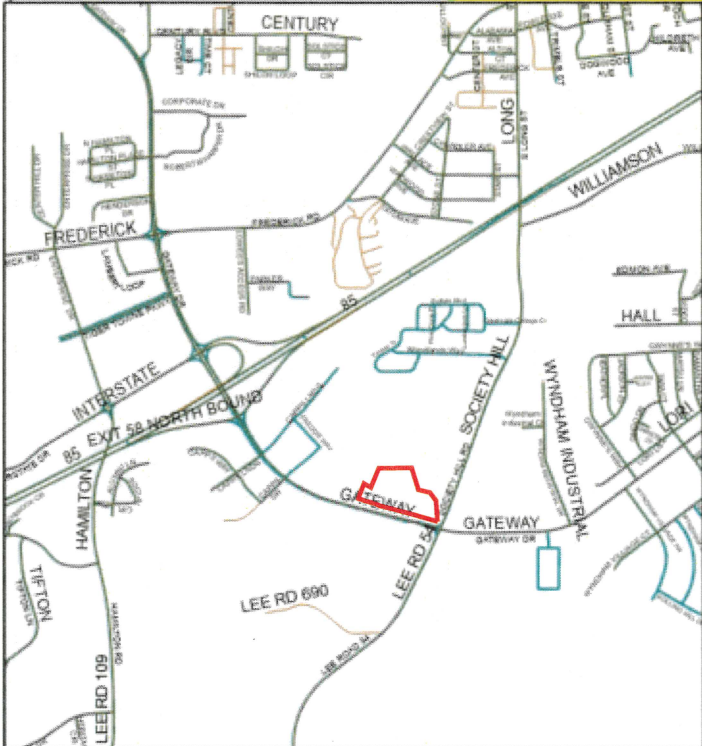
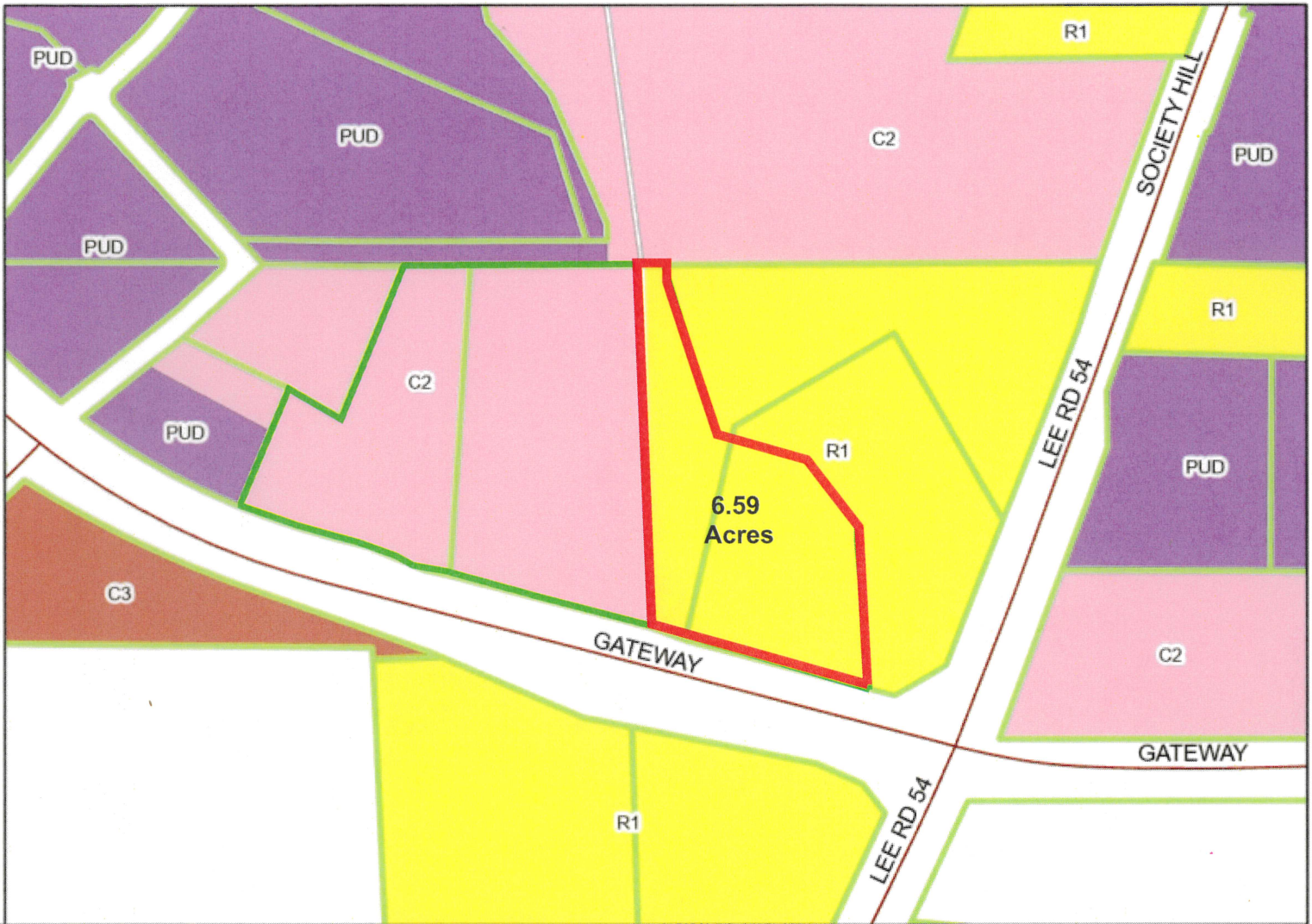
Apartments in the C-2, GC-P zoning districts require conditional use approval. Uses allowed in these zones are retail, grocery stores, offices, banks, pharmacies, and restaurants. The C-2, GC-P zones do not allow open-air markets, kennels, and offices of a contractor with equipment and material yard.

**Staff Recommendation**

Staff recommends the Planning Commission send a positive recommendation to the City Council to rezone 6.59-acres from R-1 to C-2, GC-P.

*At the February 24<sup>th</sup> meeting the Planning Commission voted to send a positive recommendation to the City Council to rezone 6.59 acres from R-1 to C-2, GC-P.*

**SPRINGS AT OPELIKA DEVELOPMENT  
3310 SOCIETY HILL ROAD  
REZONING, 6.59 ACRES, R-1 to C-2, GC-P**



The applicant is requesting approval for a commercial and residential development on 16.3 acres consisting of 252 apartment units and four commercial lots. Preliminary plat approval is also requested. The rezoning request for City Council approval is 6.59 acres. The remaining 9.71 acres is zoned C-2, GC-P.

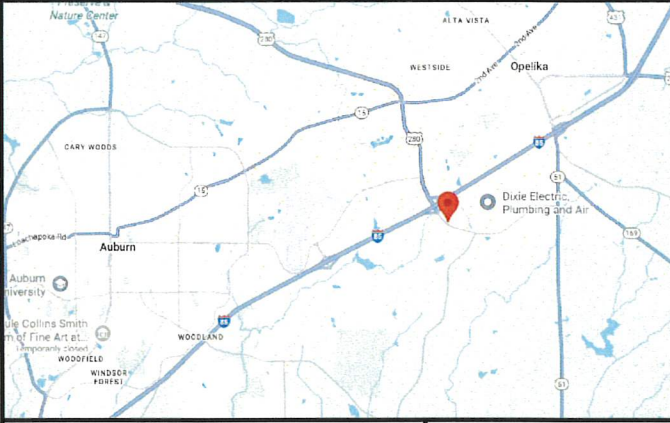
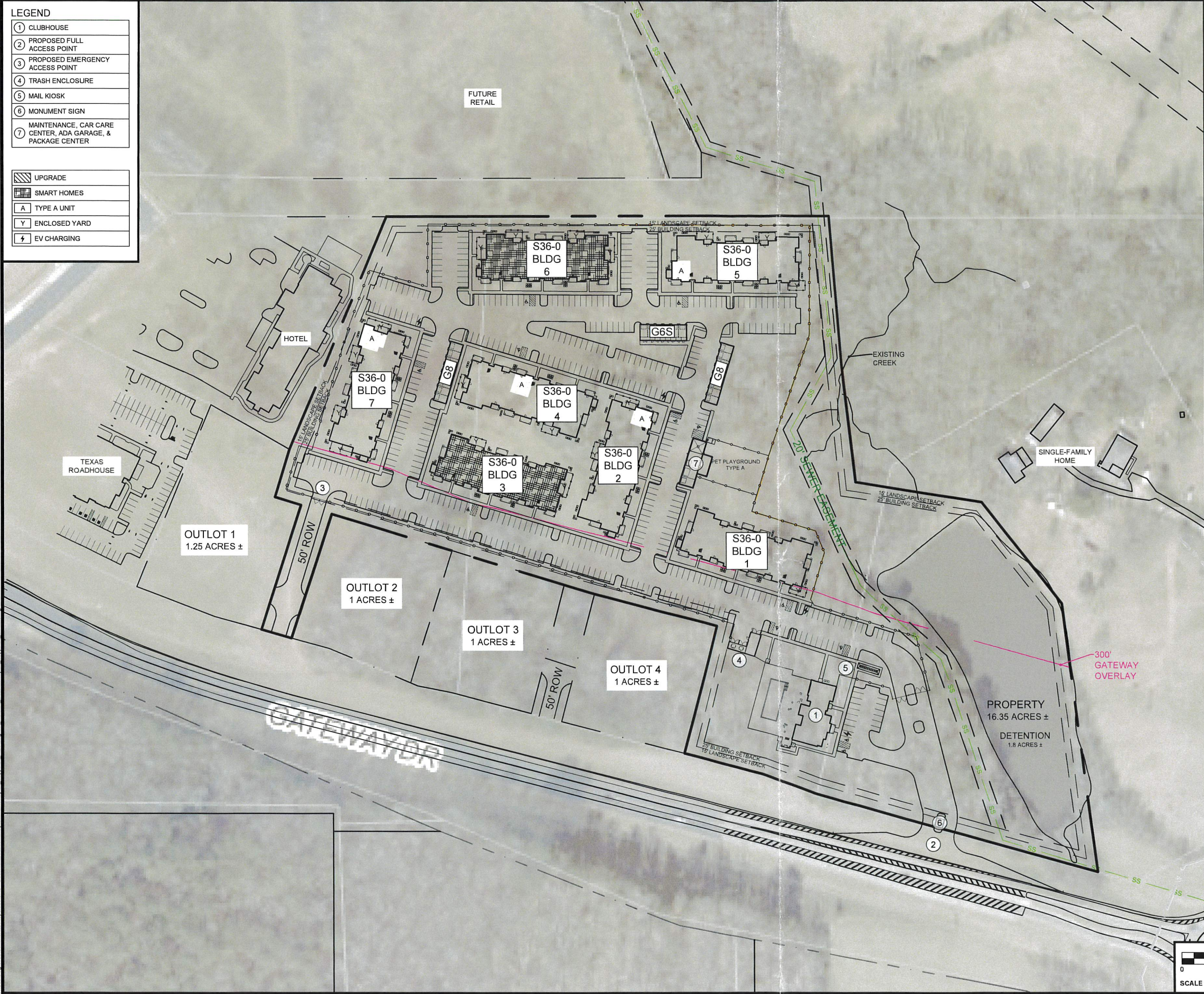


Subject Property

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Thursday, January 8, 2026 3:44:08 PM  
 C:\Users\agross\OneDrive\Documents\Alabama\Opelika\Gateway Dr. Capps Dr. D1-2.0.dwg

LEGEND	
①	CLUBHOUSE
②	PROPOSED FULL ACCESS POINT
③	PROPOSED EMERGENCY ACCESS POINT
④	TRASH ENCLOSURE
⑤	MAIL KIOSK
⑥	MONUMENT SIGN
⑦	MAINTENANCE, CAR CARE CENTER, ADA GARAGE, & PACKAGE CENTER
	UPGRADE
	SMART HOMES
A	TYPE A UNIT
Y	ENCLOSED YARD
	EV CHARGING



VICINITY MAP  
SCALE: NTS

**CONTINENTAL PROPERTIES**  
 W134 N8675 EXECUTIVE PARKWAY  
 MENOMONEE FALLS, WI 53051  
 262.502.5500 \* FAX 262.502.5522  
 ON BEHALF OF  
 CONTINENTAL 979 FUND L.P.

SITE INFORMATION	
MULTIFAMILY AREA	16.35 ACRES
TOTAL AREA	16.35 ACRES
DENSITY	15.41 DU/ACRE
BUILDING / LANDSCAPE SETBACKS	NORTH 25'/15' SOUTH 25'/15' EAST 25'/15' WEST 25'/15'

BUILDING INFORMATION		
CLUBHOUSE	SCH-A	(4,263 SF)
RESIDENT BUILDINGS	QUANTITY	HEIGHT
236A-0 (36 DU/BUILDING)	7	3-STORY / 43'
TOTAL RESIDENT BUILDINGS	7	
GENERAL HOME MIX	HOMES	PERCENTAGE
STUDIO	21	8%
1-BEDROOM	105	42%
2-BEDROOM	105	42%
3-BEDROOM	21	8%
TOTAL HOMES	252	100%

PARKING INFORMATION	
PARKING	QUANTITY
DETACHED GARAGES	22
G6S (6-BAY WITH STORAGE)	1
G8 (8-BAY)	2
GROUPS BUILDING (SGB-PI)	1
TOTAL COVERED PARKING	23
SURFACE PARKING	428
TOTAL UNCOVERED PARKING	428
TOTAL PARKING PROVIDED	451
HOME PARKING RATIO	1.79
OVERALL GARAGES/HOME	0.09
COVERED PARKING RATIO	0.05
CLUBHOUSE PARKING	18
ADA PARKING	12
PARKING DIMENSIONS	
STANDARD STALL	9' x 18'
ADA STALL	9' x 18'
DRIVE WIDTH	24'

SITE AMENITIES	
AMENITY	QTY / SF / NOTES
SWIMMING POOL	INCLUDED
FITNESS CENTER	INCLUDED
CAR CARE CENTER	INCLUDED
PET PLAYGROUND TYPE A	6500 SQFT.
ENCLOSED YARDS	18
STORAGE LOCKERS	8
PARCEL PICKUP	INCLUDED
GRILLING AREA	INCLUDED
PROPERTY BOUNDARY	CAD

**PROJECT INFORMATION**

**SPRINGS AT OPELIKA**  
 GATEWAY DR & CAPPS DR | OPELIKA, AL  
 CONTINENTAL 979 FUND LLC

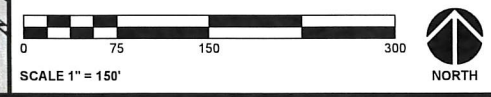
**SHEET INFORMATION**

**DEMARC 1**  
**SITE PLAN**

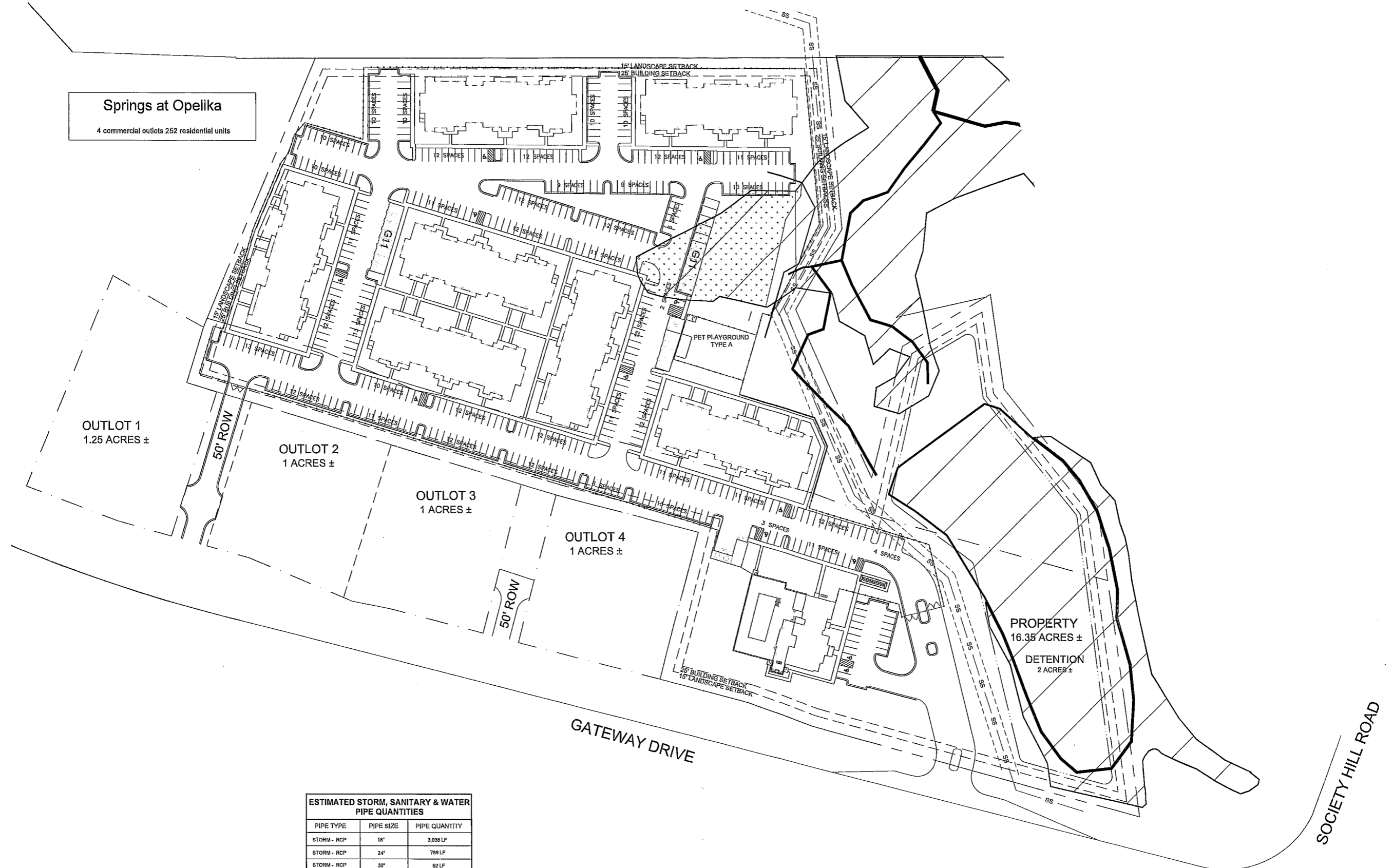
DRAWN DATE: 01/08/2026  
 DRAWN BY: AG

**SHEET NUMBER**

**D1-2.0**

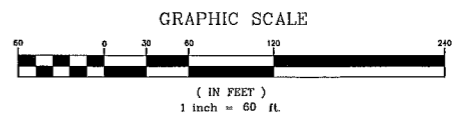


**Springs at Opelika**  
4 commercial outlots 252 residential units



**ESTIMATED STORM, SANITARY & WATER PIPE QUANTITIES**

PIPE TYPE	PIPE SIZE	PIPE QUANTITY
STORM - RCP	18"	3,038 LF
STORM - RCP	24"	768 LF
STORM - RCP	30"	52 LF
SEWER - PVC	8" MAIN	1,516 LF
SEWER - PVC	6" LATERAL	659 LF
WATER - C800 PVC	8" MAIN	2,442 LF
WATER - C800 PVC	6" FOR HYDRANTS	141 LF
WATER - C800 PVC	4" SERVICE LINES	601 LF



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

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

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

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

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

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

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

**Sec. 17-102 Fees**

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

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

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

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

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

**Sec. 17-104 Liability**

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

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

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

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

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

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

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

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

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

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

ACTION BY MAYOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

**City of Opelika**  
**Planning Commission Report**

---

**Meeting Date:** March 24, 2026

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

**Agenda Item #:** B-8

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

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

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

**Current Zoning:** PUD

**Staff Comments**

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

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

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

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

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

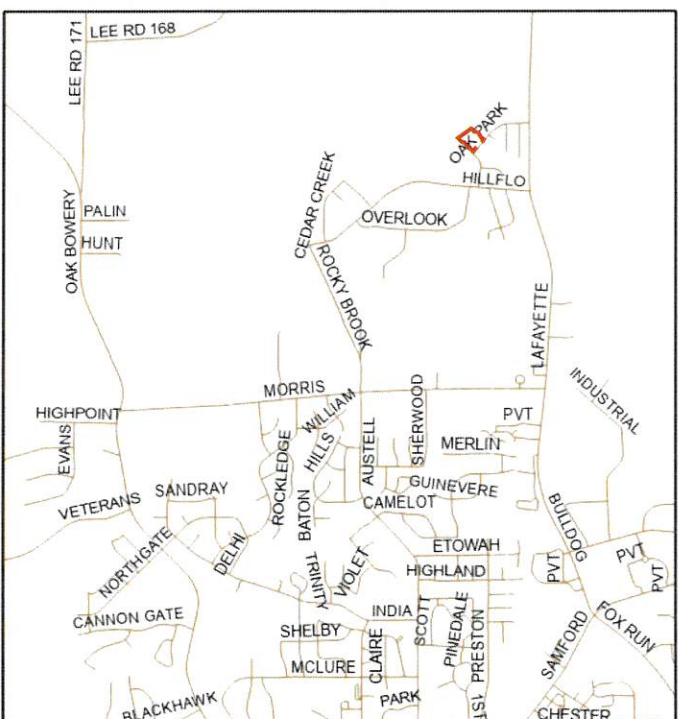
Due to the long history of this development and the fact that the amenity has not been constructed in 17 years, staff feels that amending the master plan to allow lots at this location would not be harmful to the surrounding residents and would provide a fresh start to the next phase of development.

### **Staff Recommendation**

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

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

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



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



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