



**CITY OF OPELIKA  
CITY COUNCIL  
WORKSESSION MEETING AGENDA  
300 Martin Luther King Blvd.  
April 21, 2026  
TIME: 5:15 PM**

1. A CALL TO ORDER
  1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
2. PRESENTATIONS
  1. The Arts Association of East Alabama - Anna Coxwell.
3. RESOLUTIONS
  1. Approve First Amendment to the Project Development Agreement with MAB American Management, LLC - ED.
  2. Approve Second Amendment to the Project Development Agreement with Broad Metro, LLC - ED.
4. ORDINANCES
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
  1. Discussion of Consent Agenda or Regular Agenda Items.
7. GENERAL / DISCUSSION
8. END OF WORK SESSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

## FIRST AMENDMENT TO PROJECT AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

12. **Miscellaneous.**

g. Notice.

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

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

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

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

*[Remainder of Page Left Intentionally Blank]*

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

**“CITY”**:

**CITY OF OPELIKA, ALABAMA**

ATTEST:

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

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

(SEAL)

**“DEVELOPER”**:

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

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



**AMENDED EXHIBIT B**

**PROJECT SCHEDULE**

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

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

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

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

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

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

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

; and

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

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

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

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

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

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

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

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

ATTEST:

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

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

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

**RECITALS**

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

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

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

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

; and

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

**AMENDMENT**

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

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

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

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

3. **General Provisions.**

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

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

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

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

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

**[SIGNATURE PAGES FOLLOW]**

**CITY OF OPELIKA, ALABAMA**

{SEAL}

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

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

**ATTEST:**

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

**BROAD METRO, LLC**

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

Its