



**CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
May 19, 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. Anne Nicholson from Open Heavens Ministry.
4. PLEDGE OF ALLEGIANCE
 1. Avery Massey and Freddy Torres Morales from Opelika High School.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 05-19-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 05-05-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. City's Financial Summary Report for April 2026.
 2. April 2026 Monthly Building Summary Report.
 3. Recognize Killgore Scholarship Recipients.
 4. Recognize Opelika Middle School Percussion Program Students.
 5. Recognize Character Council Citizen of Excellent Character.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)

11. CONSENT AGENDA

1. **General Business:** Request Downtown Street Closure - First Baptist Church Opelika Vacation Bible School from 06-01-26 to 06-04-26.
2. **Resolution:** Expense Reports from Various Departments.
3. **Resolution:** Purchase - Body Cameras - OPD (\$44,765.40).
4. **Resolution:** Amend the Organizational Chart of the Opelika Police Department - HR.
5. **Resolution:** Annual MWPP Reports for East and West Sewer Treatment Plants - PW.
6. **Resolution:** Approve Revising the Job Title & Description and Reclassifying the Pay Grade of Accounting Tech I - HR.
7. **Resolution:** Authorize an ALDOT Transportation Alternative Program (TAP) Grant Application for Waverly Parkway Phase II - ENG.
8. **Resolution:** Authorize Commencement of Condemnation Proceedings to Secure Real Property for the Cunningham Drive Roundabout - ENG.
9. **Resolution:** Special Appropriation to Sportsplex Tri for Kids (\$500).
10. **Appointment:** Appoint Regina Meadows to The Water Works Board of the City of Opelika. New Term expires 05-04-2032.

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

15. ORDINANCES

1. Approve Real Property Exchange and Lease Agreement with The East Alabama Health Care Authority - 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 - Patience, the quality of being patient; such as the ability to wait for a long time without becoming annoyed or upset.
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.

May 5, 2026

TIME: 6:00 PM

1. A CALL TO ORDER

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

2. ROLL CALL

The Mayor and all City Council members were present.

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

3. INVOCATION

Ms. Nicholson provided the invocation.

1. Anne Nicholson from Open Heavens Ministry.

4. PLEDGE OF ALLEGIANCE

Miles and Jake led the Pledge of Allegiance.

1. Miles Tatum and Jake Caldwell from Opelika High School.

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 05-05-26.

MOTION TO ADOPT THE AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

SECONDER: Councilwoman Ward 3 Leigh Whatley

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

NAYS: None

ABSTAIN: None

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

1. Minutes from the 04-21-26 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. Mr. Beams 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. Recognize Alabama Seal of Biliteracy Students from OHS.
Mayor Smith invited Dr. Davis, Ms. Fischer, and Ms. Flowers up front. Ms. Flowers introduced each student, Mayor Smith recognized their achievement, and they each received a gift from the city.
2. Proclamation for Children's Mental Health Day.
Mayor Smith then invited Madison Belk up front. Ms. Belk explained the reason for the proclamation and then Mayor Smith read the proclamation and presented it to Ms. Belk.
3. Proclamation for ALS Awareness Month.
Mayor Smith invited Mr. Rauch up front to present the proclamation. Mr. Rauch then invited the family of Dr. Lofton up front, read the proclamation, and presented it to them.

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

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
Dani Nelson of 714 2nd Avenue spoke first. Ms. Nelson thanked Ms. Holmes, Ms. Whatley and Mr. Jones for their quick responses to an email scam she received.

11. CONSENT AGENDA

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

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

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

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

1. **General Business:** Request Downtown Street Closure - Pride on the Plains Parade on 05-29-26.
APPROVED BY UNANIMOUS CONSENT
2. **General Business:** Request Downtown Street Closure - Touch-A-Truck Event on 06-06-26.
APPROVED BY UNANIMOUS CONSENT
3. **General Business:** Request Temporary Street Closure - Heritage House Midsummer Market & Northside Classic Car Show on 06-06-26.
APPROVED BY UNANIMOUS CONSENT
4. **Bid:** City-Wide On-Call Hardscape Projects - PW (\$ as needed).
RESOLUTION NO. 101-26
APPROVED BY UNANIMOUS CONSENT
5. **Bid:** Meter Testing Equipment - OPS (\$25,341.79).
RESOLUTION NO. 102-26
APPROVED BY UNANIMOUS CONSENT
6. **Resolution:** Expense Reports from Various Departments.
RESOLUTION NO. 103-26
APPROVED BY UNANIMOUS CONSENT
7. **Resolution:** Purchase - One (1) Coltri Compressor - OFD (\$37,889.33).
RESOLUTION NO. 104-26
APPROVED BY UNANIMOUS CONSENT
8. **Resolution:** Purchase - One (1) 2026 Ford F350 Super Crew 4x4 Pickup - OPS (\$60,215).
RESOLUTION NO. 105-26
APPROVED BY UNANIMOUS CONSENT
9. **Resolution:** Approve Addendum to Contract with Citibot - CR
RESOLUTION NO. 106-26
APPROVED BY UNANIMOUS CONSENT
10. **Resolution:** Special Appropriation to Greater Peace Community Development Corporation (\$2,000).
RESOLUTION NO. 107-26
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinances.

- 1. Amend Zoning Ordinance & Map: 1502 Spring Drive, 1.5 Acres, from R-5 to C-3 - 2nd Reading.

ORDINANCE NO. 020-26

SECOND READING AND APPROVED: 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

16. APPOINTMENTS

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

Tessa Tallakson of 1102 Renfro Avenue spoke first. Ms. Tallakson spoke about her concerns about a possible data center coming to Opelika and asked the council if they would commit to trying to prevent them from coming.

Sue Ellen Tallakson of 910 David Street spoke next. Ms. Tallakson spoke about the negative effects of data centers on communities and against them coming to Opelika.

Dustin Howard of 1102 Renfro Avenue spoke last. Mr. Howard also spoke against data centers in Opelika and asked the council to put something in place to keep them out.

18. ADJOURN

The City Council meeting minutes of May 5, 2026, are hereby adopted and approved this the ___ day of _____, 2026.

President of City Council
City of Opelika, Alabama

ATTEST:

City Clerk

- 1. Character Trait of the Month - Patience, the quality of being patient; such as the ability to wait for a long time without becoming annoyed or upset.

President Allen read the character trait of the month and asked for a motion to adjourn.

2. Motion to Adjourn.

MOTION TO ADJOURN: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

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

NAYS: None

ABSTAIN: None

The council meeting ended at 06:32 pm.

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups (Interim Report)
 04/30/2026 (FY 26)

	Governmental Funds				Garden Hills Cemetery Permanent Fund	Proprietary Funds			Total	
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds		Internal Service Funds	Enterprise Funds	General Capital Assets		General Long Term Debt
ASSETS										
Cash	\$ 26,776,162	\$ 8,474,298	\$ 36,959	\$ 235,254	\$ -	\$ 5,056,915	\$ 33,414,191	\$ -	\$ -	\$ 73,993,779
Certificates of deposit	-	-	-	-	-	-	-	-	-	-
Receivables:										
Accounts and unbilled service	-	-	-	-	-	-	8,605,374	-	-	8,605,374
Taxes	12,269,567	13,649,143	-	-	-	-	-	-	-	25,918,710
Licenses and fees	3,024,432	-	-	-	-	-	-	-	-	3,024,432
Assessments	8,919	-	-	-	-	-	-	-	-	8,919
Interest	-	-	-	-	2,402	-	-	-	-	2,402
Other	801,917	150,000	-	37	-	56,549	-	-	-	1,008,503
Due from other funds	14,181	-	-	-	3,504	-	-	-	-	17,685
Due from other governments	2,066,646	1,230,312	-	-	-	-	387,764	-	-	3,684,722
Inventories of supplies, at cost	334,192	-	-	-	-	-	2,033,746	-	-	2,367,938
Prepaid expenses	71,819	-	-	-	-	-	-	-	-	71,819
Investments	-	10,763,298	-	-	2,244,251	-	-	-	-	13,007,549
Investments with fiscal agent	45,961,938	-	2,267,087	-	-	-	10,324,783	-	-	58,553,808
Capital assets:										
Land	-	-	-	-	-	-	2,462,062	15,354,264	-	17,816,326
Buildings	-	-	-	-	-	-	17,104,068	101,795,547	-	118,899,615
Equipment	-	-	-	-	-	-	17,254,577	50,065,958	-	67,320,535
Utility systems	-	-	-	-	-	-	171,277,921	-	-	171,277,921
Infrastructure	-	-	-	-	-	-	-	218,428,346	-	218,428,346
Construction in progress	-	-	-	-	-	-	600,014	14,920,266	-	15,520,280
Total capital assets	-	-	-	-	-	-	208,698,642	400,564,381	-	609,263,023
Less: accumulated depreciation	-	-	-	-	-	-	(100,867,590)	(110,309,480)	-	(211,177,070)
Capital assets, net	-	-	-	-	-	-	107,831,052	290,254,901	-	398,085,953
Deposits	-	69,045	-	-	-	19,229	-	-	-	88,274
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	62,760,887	62,760,887
Total assets	91,329,773	34,336,096	2,304,046	235,291	2,250,157	5,132,693	162,596,910	290,254,901	62,760,887	651,200,754
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,806,726	-	-	1,806,726
Diff. on proj. OPEB earnings	-	-	-	-	-	-	919,921	-	-	919,921
Bond refunding costs	-	-	-	-	-	-	-	-	-	-
Total deferred outflows of resources	-	-	-	-	-	-	2,726,647	-	-	2,726,647

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups (Interim Report)
 04/30/2026 (FY 26)

	Governmental Funds				Garden Hills Cemetery Permanent Fund	Proprietary Funds		General Capital Assets	General Long Term Debt	Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds		Internal Service Funds	Enterprise Funds			
LIABILITIES										
Accounts payable	1,907,672	533,651	-	11,349	-	10,443	3,989,690	-	-	6,452,805
Interest payable	-	-	-	-	-	-	-	-	-	-
Accrued payroll and benefits, due within one year	301,790	-	-	-	-	-	192,745	-	-	494,535
Due to other funds	3,504	14,181	-	-	-	-	-	-	-	17,685
Due to other governments	40,900	-	-	-	-	-	-	-	-	40,900
Claims and judgements, due within one year	-	-	-	-	-	144,888	-	-	-	144,888
Bonds payable due within one year	-	-	-	-	-	-	-	-	-	-
Claims and judgements, due in more than one year	-	-	-	-	-	27,393	-	-	-	27,393
Bonds payable, due in more than one year	-	-	(490,000)	-	-	-	-	-	62,760,887	62,270,887
Net pension liability	-	-	-	-	-	-	9,179,046	-	-	9,179,046
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	2,426,843	-	-	2,426,843
Customer deposits held	-	-	-	-	-	-	3,644,836	-	-	3,644,836
Total liabilities	2,253,866	547,832	(490,000)	11,349	-	182,724	19,433,160	-	62,760,887	84,699,818
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan investments	-	-	-	-	-	-	633,442	-	-	633,442
Net change in OPEB assumptions	-	-	-	-	-	-	426,564	-	-	426,564
Unearned revenues	7,407,010	14,738,303	-	-	-	453,719	160,057	-	-	22,759,089
Total deferred inflows of resources	7,407,010	14,738,303	-	-	-	453,719	1,220,063	-	-	23,819,095
FUND BALANCES										
Nonspendable	334,192	69,045	-	-	2,250,157	-	-	-	-	2,653,394
Restricted	701,465	3,353,452	2,794,046	223,942	-	4,491,257	10,324,783	-	-	21,888,945
Committed	2,229	-	-	-	-	-	-	-	-	2,229
Assigned	1,366,481	2,542,472	-	-	-	-	-	-	-	3,908,953
Unassigned	60,625,396	11,251,277	-	-	-	-	-	-	-	71,876,673
Invested in capital assets, net of related debt	-	-	-	-	-	-	107,831,052	290,254,901	-	398,085,953
Unrestricted	-	-	-	-	-	-	20,598,448	-	-	20,598,448
Encumbrances	18,639,134	1,833,715	0	0	0	4,993	5,916,051	-	-	26,393,893
Total fund balances	\$ 81,668,897	\$ 19,049,961	\$ 2,794,046	\$ 223,942	\$ 2,250,157	\$ 4,496,250	\$ 144,670,334	\$ 290,254,901	\$ -	\$ 545,408,488

City of Opelika

Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups (Interim Report)
04/30/2026 (FY 26)

	Governmental Funds					Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	
REVENUES:						
Taxes	\$ 39,166,308	\$ 13,630,103	\$ -	\$ -	\$ -	\$ 52,796,411
Special assessments	-	-	-	-	-	-
Licenses and permits	15,877,180	356,777	-	-	-	16,233,957
Intergovernmental	573,223	697,438	-	68,695	-	1,339,356
Charges for services	1,495,433	-	-	-	-	1,495,433
Fines and forfeits	260,228	-	-	-	-	260,228
Grants	22,802	-	-	-	-	22,802
Contributions	33,600	-	-	-	-	33,600
Investment income	1,546,769	326,619	35,380	10,177	79,769	1,998,714
Miscellaneous	181,535	-	-	-	-	181,535
Total revenues	<u>59,157,078</u>	<u>15,010,937</u>	<u>35,380</u>	<u>78,872</u>	<u>79,769</u>	<u>74,362,036</u>
EXPENDITURES:						
General government	7,590,081	304,315	-	219,767	-	8,114,163
Public safety	16,371,099	8,802	-	-	-	16,379,901
Public works	4,744,757	45,907	-	-	6,291	4,796,955
Health	445,701	-	-	-	-	445,701
Education	2,289,167	12,200,000	-	-	-	14,489,167
Welfare	536,375	-	-	-	-	536,375
Culture and recreation	5,836,336	-	-	-	-	5,836,336
Economic development	1,034,651	114,351	-	-	-	1,149,002
Capital outlay	11,911,884	1,270,420	-	15,694	-	13,197,998
Debt service:						
Principal retirement	-	-	3,465,150	-	-	3,465,150
Interest and fees	-	-	610,614	-	-	610,614
Total expenditures	<u>50,760,051</u>	<u>13,943,795</u>	<u>4,075,764</u>	<u>235,461</u>	<u>6,291</u>	<u>69,021,362</u>
Excess of revenues over/(under) expenditures	8,397,027	1,067,142	(4,040,384)	(156,589)	73,478	5,340,674
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	28,158	-	-	-	-	28,158
Transfers from other funds	2,489,940	593,488	3,174,160	47,699	27,709	6,332,996
Transfers to other funds	(2,934,063)	(1,013,825)	-	(34,306)	(17,469)	(3,999,663)
Total other financing sources/(uses)	<u>(415,965)</u>	<u>(420,337)</u>	<u>3,174,160</u>	<u>13,393</u>	<u>10,240</u>	<u>2,361,491</u>
Net change in fund balances	7,981,062	646,805	(866,224)	(143,196)	83,718	7,702,165
Fund balances, beginning of the year	<u>73,687,835</u>	<u>18,403,153</u>	<u>3,660,270</u>	<u>367,136</u>	<u>2,166,439</u>	<u>98,284,833</u>
Fund balances, end of period	<u>\$ 81,668,897</u>	<u>\$ 19,049,958</u>	<u>\$ 2,794,046</u>	<u>\$ 223,940</u>	<u>\$ 2,250,157</u>	<u>\$ 105,986,998</u>

City of Opelika
Combined Balance Sheet (Interim Report)
Proprietary and Fiduciary Funds
April 30, 2026 Preliminary (FY 26)

	Electric FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD
ASSETS					
Current assets:					
Cash	\$ 18,586,884	\$ 8,751,555	\$ 6,075,752	\$ 4,224,008	\$ 832,907
Certificates of deposit	-	-	-	-	-
Receivables and prepaid expenses	7,662,829	357,999	584,546	-	56,549
Due from other funds and governments	-	387,764	-	-	-
Inventory	2,033,746	-	-	-	-
Total current assets	<u>28,283,459</u>	<u>9,497,318</u>	<u>6,660,298</u>	<u>4,224,008</u>	<u>889,456</u>
Restricted assets:					
Cash and investments with fiscal agent	10,324,783	-	-	-	-
Total restricted assets	<u>10,324,783</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net capital assets	52,697,179	48,834,743	6,299,130	-	-
Other assets:					
Deposits	-	-	-	19,229	-
Total other assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,229</u>	<u>-</u>
Total assets	91,305,421	58,332,061	12,959,428	4,243,237	889,456
DEFERRED OUTFLOWS OF RESOURCES					
Retirement contributions	1,309,811	-	496,915	-	-
Diff. on proj. OPEB earnings	672,736	-	247,185	-	-
Bond refunding costs	-	-	-	-	-
Total deferred outflows of resources	<u>1,982,547</u>	<u>-</u>	<u>744,100</u>	<u>-</u>	<u>-</u>
Total assets and deferred outflows of resources	93,287,968	58,332,061	13,703,528	4,243,237	889,456
LIABILITIES					
Current liabilities:					
Accounts and other payables	3,988,445	149,139	44,851	13,094	142,236
Due to electric fund	-	-	-	-	-
Due to other funds	-	-	-	-	-
Bonds payable within one year	-	-	-	-	-
Unearned revenue	160,057	-	-	-	453,719
Total current liabilities	<u>4,148,502</u>	<u>149,139</u>	<u>44,851</u>	<u>13,094</u>	<u>595,955</u>
Noncurrent liabilities:					
Claims and employee benefits due in more than one year	1,841,937	-	584,906	27,393	-
Bonds payable, in more than one year, net	-	-	-	-	-
Net pension liability	6,831,009	-	2,348,037	-	-
Customer deposits held	3,462,584	-	182,252	-	-
Total noncurrent liabilities	<u>12,135,530</u>	<u>-</u>	<u>3,115,195</u>	<u>27,393</u>	<u>-</u>
Total liabilities	16,284,032	149,139	3,160,046	40,487	595,955
DEFERRED INFLOWS OF RESOURCES					
Diff. on earnings on OPEB investments	314,613	-	111,951	-	-
Diff. on earnings on plan investments	451,879	-	181,563	-	-
Total deferred inflows of resources	<u>766,492</u>	<u>-</u>	<u>293,514</u>	<u>-</u>	<u>-</u>
Total liabilities and deferred inflows of resources	17,050,524	149,139	3,453,560	40,487	595,955
NET POSITION					
Invested in capital assets, net of related debt	52,697,179	48,834,743	6,299,130	-	-
Restricted	10,324,783	-	-	4,202,750	288,507
Unrestricted	9,054,849	8,021,492	3,522,107	-	-
Encumbrances	4,160,633	1,326,687	428,730	0	4,994
Total net position	<u>\$ 76,237,444</u>	<u>\$ 58,182,922</u>	<u>\$ 10,249,968</u>	<u>\$ 4,202,750</u>	<u>\$ 293,501</u>

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
April 30, 2026 Preliminary (FY 26)

	Electric 2026 FYTD	Sewer 2026 FYTD	Solid Waste 2026 FYTD	Workmen's Comp. 2026 FYTD	Health Insurance 2026 FYTD
Operating Revenues					
Charges for services	\$ 28,045,506	\$ 4,358,430	\$ 3,358,073	\$ 212,659	\$ 3,236,760
Operating Expenses					
Purchases	15,122,724	-	303,191	-	-
Depreciation	2,065,988	1,008,772	446,934	-	-
Personnel services	2,526,832	-	1,038,682	-	-
Other	1,834,506	1,630,153	889,352	338,619	4,363,837
Total operating expenses	21,550,050	2,638,925	2,678,159	338,619	4,363,837
Operating income/(loss)	6,495,456	1,719,505	679,914	(125,960)	(1,127,077)
Nonoperating Revenues/(Expenses)					
Gain/(Loss) on sale of capital assets	-	-	34,508	-	-
Fiber optic line leases	836	-	-	-	-
Investment income	470,951	24,996	41,483	47,034	1,838
Grant income	-	-	-	-	-
Pole rental	141,321	-	-	-	-
Miscellaneous revenues	1,138,713	-	60,500	-	-
Interest expense and charges	-	-	-	-	-
Total nonoperating revenues/(expenses)	1,751,821	24,996	136,491	47,034	1,838
Other Revenues and Transfers In/(Out):					
Capital contributions	397,099	2,586,086	-	-	-
Transfers from other funds	-	-	-	-	-
Telecom loan Forgiveness	-	-	-	-	-
Transfers to other funds	(2,333,333)	-	-	-	-
Total other revenues/(expenses)	(1,936,234)	2,586,086	-	-	-
Net Income/(loss)	6,311,043	4,330,587	816,405	(78,926)	(1,125,239)
Net position, beginning of year	69,926,401	53,852,335	9,433,563	4,281,676	1,418,740
Net position before encumbrances	76,237,444	58,182,922	10,249,968	4,202,750	293,501
Encumbrances	4,160,633	1,326,687	428,730	-	4,994
Net position, end of period	\$ 72,076,811	\$ 56,856,235	\$ 9,821,238	\$ 4,202,750	\$ 288,507

City of Opelika
 General Fund Revenue and Expenditure Summary (Interim Report)
 Comparison of Actual and Budget to Prior Year
 YTD April 30, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
Revenues:						
Taxes	\$ 37,254,612	\$ 39,166,308	\$ 1,911,696	\$ 35,371,116	\$ 39,166,308	\$ 3,795,192
Licenses and permits	18,481,903	15,877,180	(2,604,723)	12,251,750	15,877,180	3,625,430
Intergovernmental	592,804	573,223	(19,581)	784,898	573,223	(211,675)
Charges for services	1,488,948	1,495,433	6,485	1,913,010	1,495,433	(417,577)
Fines and forfeits	255,611	260,228	4,617	263,958	260,228	(3,730)
Grants	73,615	22,802	(50,813)	-	22,802	22,802
Contributions	44,050	33,600	(10,450)	13,767	33,600	19,833
Investment income	1,575,423	1,546,769	(28,654)	1,866,667	1,546,769	(319,898)
Miscellaneous	404,207	181,535	(222,672)	321,726	181,535	(140,191)
Total revenues	60,171,173	59,157,078	(1,014,095)	52,786,892	59,157,078	6,370,186
Expenditures:						
General government	7,300,747	7,590,081	289,334	9,432,001	7,590,081	\$ (1,841,920)
Public safety	15,102,667	16,371,099	1,268,432	18,223,822	16,371,099	(1,852,723)
Public works	4,339,619	4,744,757	405,138	6,153,828	4,744,757	(1,409,071)
Culture and recreation	5,416,946	5,836,336	419,390	6,765,301	5,836,336	(928,965)
Economic development	1,009,910	1,034,651	24,741	1,390,576	1,034,651	(355,925)
Health	380,326	445,701	65,375	457,120	445,701	(11,419)
Education	3,139,917	2,289,167	(850,750)	3,728,958	2,289,167	(1,439,791)
Welfare	503,208	536,375	33,167	331,917	536,375	204,458
Capital outlay	20,075,934	11,911,884	(8,164,050)	21,965,783	11,911,884	(10,053,899)
Debt service	-	-	-	-	-	-
Total expenditures	57,269,274	50,760,051	(6,509,223)	68,449,306	50,760,051	(17,689,255)
Other financing sources/(uses)						
Sale of capital assets	31,157	28,158	(2,999)	13,229	28,158	14,929
Transfers in	3,147,046	2,489,940	(657,106)	2,434,914	2,489,940	55,026
Transfer out	(12,806,412)	(2,934,063)	9,872,349	(2,624,867)	(2,934,063)	(309,196)
Total other financing sources/(uses)	(9,628,209)	(415,965)	9,212,244	(176,724)	(415,965)	(239,241)
Net change in fund balance	(6,726,310)	7,981,062	14,707,372	(15,839,138)	7,981,062	23,820,200
Fund balance, beginning of year	81,780,341	73,687,835	(8,092,506)	81,780,341	73,687,835	(8,092,506)
Fund balance, year to date	\$ 75,054,031	\$ 81,668,897	\$ 6,614,866	\$ 65,941,203	\$ 81,668,897	\$ 15,727,694
Less:						
Nonspendable	266,748	334,192	67,444	-	334,192	
Restricted	541,794	700,742	158,948	-	700,742	
Committed	2,229	2,229	-	-	2,229	
Assigned	1,366,481	1,366,481	-	-	1,366,481	
Encumbrances	20,835,656	18,639,134	(2,196,522)	-	18,639,134	
	23,012,908	21,042,778	(1,970,130)	-	21,042,778	-
Unassigned fund balance	52,041,123	60,626,119	8,584,996	65,941,203	60,626,119	15,727,694
20% budgeted revenues	10,557,378	10,557,378		10,557,378	10,557,378	
Available unassigned fund balance	\$ 41,483,745	\$ 50,068,741		\$ 41,483,745	\$ 50,068,741	

City of Opelika
 General Fund Revenues (Interim Report)
 Comparison of Actual and Budget to Prior Year
 YTD April 30, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
Taxes:						
Sales	\$ 29,283,639	\$ 30,319,039	\$ 1,035,400	\$ 29,808,333	\$ 30,319,039	\$ 510,706
Property:						
Property	6,732,429	7,435,386	702,957	4,258,334	7,435,386	3,177,052
Payments in lieu of taxes	-	57,803	57,803	26,833	57,803	30,970
Total property taxes	6,732,429	7,493,189	760,760	4,285,167	7,493,189	3,208,022
Other						
Gasoline	587,810	572,819	(14,991)	583,333	572,819	(10,514)
Cigarette	33,550	38,764	5,214	34,533	38,764	4,231
Wine and liquor	18,301	15,193	(3,108)	18,083	15,193	(2,890)
Rental	598,884	727,304	128,420	641,667	727,304	85,637
Total other taxes	1,238,545	1,354,080	115,535	1,277,616	1,354,080	76,464
Total taxes	37,254,613	39,166,308	1,911,695	35,371,116	39,166,308	3,795,192
Licenses and permits:						
Occupational license	11,615,455	8,664,690	(2,950,765)	7,175,000	8,664,690	1,489,690
Business:						
General	4,216,766	4,206,937	(9,829)	2,595,833	4,206,937	1,611,104
Lodging	793,316	742,092	(51,224)	816,667	742,092	(74,575)
Franchise fee	463,608	229,064	(234,544)	379,167	229,064	(150,103)
Miscellaneous	216,160	143,798	(72,362)	102,083	143,798	41,715
Total business	5,689,850	5,321,891	(367,959)	3,893,750	5,321,891	1,428,141
Telecommunications permits and	2,500	5,000	2,500	5,833	5,000	(833)
Permits and inspections	1,163,358	1,867,349	703,991	1,166,667	1,867,349	700,682
Other	10,739	18,250	7,511	10,500	18,250	7,750
Total licenses and permits	18,481,903	15,877,180	(2,604,723)	12,251,750	15,877,180	3,625,430
Intergovernmental:						
Shared county motor vehicle	88,683	94,808	6,125	93,333	94,808	1,475
Shared state:						
Bank excise tax	227,588	217,593	(9,995)	408,333	217,593	(190,740)
Business privilege tax	-	-	-	44,625	-	(44,625)
Liquor tax profits	189,870	224,341	34,471	204,167	224,341	20,174
State asset forfeiture	39,541	2,722	(36,819)	4,586	2,722	(1,864)
Total shared state	456,999	444,656	(12,343)	661,711	444,656	(217,055)
Shared federal asset forfeiture	19,612	-	(19,612)	9,784	-	(9,784)
Other	27,510	33,759	6,249	20,070	33,759	13,689
Total intergovernmental	592,804	573,223	(19,581)	784,898	573,223	(211,675)
Charges for services:						
General government - other	13,406	21,649	8,243	14,875	21,649	6,774
Public Safety:						
Fire training/transport	11,924	14,952	3,028	10,792	14,952	4,160
City schools	-	-	-	175,000	-	(175,000)
Auburn University	-	-	-	-	-	-
EAMC	152,090	152,500	410	177,917	152,500	(25,417)
Other	7,452	5,385	(2,067)	7,260	5,385	(1,875)
Health - Graves and monuments	134,515	145,545	11,030	140,000	145,545	5,545
Public Works - Paving and plan	49,693	75,452	25,759	67,083	75,452	8,369
Culture and Rec - Entry and con	1,119,869	1,079,950	(39,919)	1,320,083	1,079,950	(240,133)
Total charges for services	1,488,949	1,495,433	6,484	1,913,010	1,495,433	(417,577)
Fines and forfeits:						
Municipal Court	203,522	216,738	13,216	215,833	216,738	905
Other	52,089	43,490	(8,599)	48,125	43,490	(4,635)
Total fines and forfeits	255,611	260,228	4,617	263,958	260,228	(3,730)
Grant income	73,615	22,802	(50,813)	-	22,802	22,802
Contributions: Mobile Clinic	-	-	-	-	-	-
Contributions: Other	44,050	33,600	(10,450)	13,767	33,600	19,833
Investment income	1,575,423	1,546,769	(28,654)	1,866,667	1,546,769	(319,898)
Miscellaneous	404,207	181,535	(222,672)	321,726	181,535	(140,191)
Total revenues	60,171,175	59,157,078	(1,014,097)	52,786,892	59,157,078	6,370,186
Other financing sources						
Operating transfers from Electric	2,333,333	2,333,333	-	2,333,333	2,333,333	-
Other transfers	813,713	156,607	(657,106)	101,581	156,607	55,026
Sale of capital assets	31,157	28,158	(2,999)	13,229	28,158	14,929
Total other financing sou	3,178,203	2,518,098	(660,105)	2,448,143	2,518,098	69,955
Total revenue and other fi	\$ 63,349,378	\$ 61,675,176	\$ (1,674,202)	\$ 55,235,035	\$ 61,675,176	\$ 6,440,141

City of Opelika
 General Fund Expenditures
 Comparison of Actual and Budget to Prior Year
 YTD April 30, 2026 Preliminary (FY 2026)

	YTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
General government:						
Legislative	\$ 247,874	\$ 272,421	\$ 24,547	\$ 268,088	\$ 272,421	\$ 4,333
Executive	192,187	160,775	(31,412)	354,360	160,775	(193,585)
Legal	195,493	216,202	20,709	267,650	216,202	(51,448)
Administration	261,583	366,384	104,801	724,956	366,384	(358,572)
Accounting	494,746	538,483	43,737	565,133	538,483	(26,650)
Human resources	398,664	409,906	11,242	630,445	409,906	(220,539)
Information technology	3,273,133	3,219,081	(54,052)	3,370,059	3,219,081	(150,978)
Revenue	232,150	278,846	46,696	354,177	278,846	(75,331)
Municipal court	272,611	370,118	97,507	454,099	370,118	(83,981)
Purchasing	262,388	268,644	6,256	335,032	268,644	(66,388)
Community development	203,290	218,841	15,551	271,530	218,841	(52,689)
Planning	707,276	710,596	3,320	1,310,521	710,596	(599,925)
Other - nondepartmental	559,352	559,784	432	525,951	559,784	33,833
Total general government	7,300,747	7,590,081	289,334	9,432,001	7,590,081	(1,841,920)
Public safety:						
Police	9,424,704	10,190,224	765,520	11,207,102	10,190,224	(1,016,878)
Probation	53,699	460	(53,239)	-	460	460
Fire	5,249,926	5,664,019	414,093	6,616,732	5,664,019	(952,713)
Other - nondepartmental	374,337	516,396	142,059	399,988	516,396	116,408
Total public safety	15,102,666	16,371,099	1,268,433	18,223,822	16,371,099	(1,852,723)
Public works:						
Streets & Lights	1,027,481	1,091,506	64,025	1,202,138	1,091,506	(110,632)
Engineering	463,421	536,715	73,294	841,273	536,715	(304,558)
Administration	339,307	379,498	40,191	421,463	379,498	(41,965)
Cemetery	162,269	169,393	7,124	180,484	169,393	(11,091)
Auto shop	506,265	490,330	(15,935)	1,406,107	490,330	(915,777)
Building maintenance	392,947	430,645	37,698	426,091	430,645	4,554
Inspection	582,955	732,352	149,397	720,793	732,352	11,559
Code Enforcement	122,703	93,361	(29,342)	154,062	93,361	(60,701)
Grounds maintenance	742,270	820,957	78,687	801,417	820,957	19,540
Total public works	4,339,618	4,744,757	405,139	6,153,828	4,744,757	(1,409,071)
Culture and recreation:						
Parks and recreation	4,002,155	4,349,648	347,493	5,067,264	4,349,648	(717,616)
Library	1,050,216	1,042,613	(7,603)	1,434,545	1,042,613	(391,932)
Other - nondepartmental	364,575	444,075	79,500	263,492	444,075	180,583
Total culture and recreation	5,416,946	5,836,336	419,390	6,765,301	5,836,336	(928,965)
Economic development:						
Development	355,418	330,469	(24,949)	422,321	330,469	(91,852)
Other - nondepartmental	654,492	704,182	49,690	968,255	704,182	(264,073)
Total economic development	1,009,910	1,034,651	24,741	1,390,576	1,034,651	(355,925)
Health:						
Animal control	67,124	65,434	(1,690)	81,484	65,434	(16,050)
Mobile Clinic	369	2,768	2,399	37,917	2,768	(35,149)
Other	312,833	377,499	64,666	337,719	377,499	39,780
Total health	380,326	445,701	65,375	457,120	445,701	(11,419)
Education	3,139,917	2,289,167	(850,750)	3,728,958	2,289,167	(1,439,791)
Welfare	503,208	536,375	33,167	331,917	536,375	204,458
Capital outlay	20,075,934	11,911,884	(8,164,050)	21,965,783	11,911,884	(10,053,899)
Total expenditures	57,269,272	50,760,051	(6,509,220)	68,449,306	50,760,051	(17,689,255)
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	10,505,777	-	(10,505,777)	-	-	-
Transfers to other funds	2,300,635	2,934,063	633,428	2,624,867	2,934,063	309,196
Total transfers out	12,806,412	2,934,063	(9,872,349)	2,624,867	2,934,063	309,196
Total expenditures and other financing uses	\$ 70,075,684	\$ 53,694,114	\$ (16,381,569)	\$ 71,074,173	\$ 53,694,114	\$ (17,380,059)

City of Opelika
 Capital Outlay (Interim Report)
 Comparison of Actual and Budget to Prior Year
 YTD April 2026 Preliminary (FY 26)
 (in thousands of dollars)

	FYTD Actual			Budget to Actual		
	FY 2025	FY 2026	Variance	2026 Budget	2026 Actual	Variance
GENERAL FUND						
General Government:						
Legislative	-	-	-	-	-	-
Executive	-	96,510	96,510	56,298	96,510	(40,212)
Legal	-	-	-	-	-	-
Administration	4,116,337	363,927	(3,752,410)	4,828,489	363,927	4,464,562
Accounting	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-
Information Technology	245,288	256,163	10,875	248,004	256,163	(8,159)
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total general government	\$ 4,361,625	\$ 716,600	\$ (3,645,025)	\$ 5,132,791	\$ 716,600	\$ 4,416,191
Public Safety:						
Police	1,085,094	701,295	(383,799)	434,096	701,295	(267,199)
Probation	-	-	-	-	-	-
Fire	182,452	216,965	34,513	255,026	216,965	38,061
Total public safety	\$ 1,267,546	\$ 918,260	\$ (349,286)	\$ 689,122	\$ 918,260	\$ (229,138)
Public Works:						
Streets	2,971,979	7,281,925	4,309,946	9,062,695	7,281,925	1,780,770
Engineering	2,018,567	743,500	(1,275,067)	4,062,440	743,500	3,318,940
Administration	1,282,610	545,445	(737,165)	1,322,802	545,445	777,357
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	\$ 6,273,156	\$ 8,570,870	\$ 2,297,714	\$ 14,447,937	\$ 8,570,870	\$ 5,877,067
Culture and Recreation:						
Parks and Recreation	8,018,252	1,706,152	(6,312,100)	1,695,934	1,706,152	(10,218)
Library	155,355	-	(155,355)	-	-	-
Total culture and recreation	\$ 8,173,607	\$ 1,706,152	\$ (6,467,455)	\$ 1,695,934	\$ 1,706,152	\$ (10,218)
Economic development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health, Education and Welfare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total capital outlay expenditures	\$ 20,075,934	\$ 11,911,882	\$ (8,164,052)	\$ 21,965,785	\$ 11,911,882	\$ 10,053,903
PROPRIETARY FUNDS						
Electric	3,089,432	3,264,552	175,120	7,289,839	3,264,552	4,025,287
Sewer	356,203	4,604,629	4,248,426	3,089,342	4,604,629	(1,515,287)
Solid Waste	207,179	339,809	132,630	583,931	339,809	244,122
Total Proprietary funds	\$ 3,652,814	\$ 8,208,990	\$ 4,556,176	\$ 10,963,112	\$ 8,208,990	\$ 2,754,122
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	-	15,694	15,694	9,155	15,694	(6,539)
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	38,967	-	38,967
Road Construction - Street Resurfacing & Paving	230,000	28,543	(201,457)	223,145	28,543	194,602
Sportsplex Improvements	427,618	-	(427,618)	154,137	-	154,137
Community Development	-	-	-	-	-	-
Capital Improvement funds - Other	214,527	1,241,877	1,027,350	2,721,977	1,241,877	1,480,100
Industrial Road Grant funds - Other	-	-	-	-	-	-
Total Other Governmental funds	\$ 872,145	\$ 1,286,114	\$ 413,969	\$ 3,147,381	\$ 1,286,114	\$ 1,861,267
Total	\$ 24,600,893	\$ 21,406,986	\$ (3,193,907)	\$ 36,076,278	\$ 21,406,986	\$ 14,669,292



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

Monthly Permits for April 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	5	11
Plumbing Upgrades	2	12
Electrical Upgrades	0	11
Mechanical Upgrades	1	13
Reroofs And Roof Repairs	2	16
Mobile Home Services	0	3
Building Additions/Accessory Structures	1	7

Monthly Totals for April

2015	\$	4,810,927.00
2016	\$	7,028,826.00
2017	\$	7,541,492.00
2018	\$	31,307,301.58
2019	\$	15,776,437.60
2020	\$	10,149,659.70
2021	\$	18,054,964.51
2022	\$	15,165,581.21
2023	\$	49,786,462.37
2024	\$	21,718,412.45
2025	\$	12,054,834.49
2026	\$	25,298,720.10

Total Permits Issued

1	New Buildings: Commercial	\$	2,700,000.00
9	Commercial Renovations And Repairs	\$	5,157,644.72
5	Signs	\$	31,544.00
75	New Single Family Homes	\$	16,522,509.00
36	Residential Repairs And Renovations	\$	887,022.38
0	New Apartment Units	\$	-
0	New Duplex Residences	\$	-

126

Total Permits for April 2026 **\$ 25,298,720.10**

TAKEN FROM THE RECORDS OF THE
 BUILDING INSPECTOR

Jeff Kappelman
 Jeff Kappelman
 Chief Building Inspector

April 2026





BUILDING INSPECTIONS

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

Fiscal Year To Date Report - 2026

Building Repairs	Commercial	Residential
Building Repairs	18	34
Plumbing Upgrades	6	22
Electrical Upgrades	14	72
Mechanical Upgrades	13	57
Reroofs And Roof Repairs	6	75
Mobile Home Services	0	19
Building Additions/Accessory Structures	6	33

Yearly Totals For Oct. 1st - Sept. 30th	
2016	\$ 127,079,852.00
2017	\$ 166,673,506.00
2018	\$ 111,654,002.74
2019	\$ 111,553,698.66
2020	\$ 171,453,802.96
2021	\$ 193,284,728.31
2022	\$ 320,078,462.26
2023	\$ 250,832,849.07
2024	\$ 337,534,645.79
2025	\$ 196,020,900.99
2026	\$ 221,729,216.70

Total Permits Issued:

19	New Buildings: Commercial	\$ 51,881,008.33
37	Commercial Renovations And Repairs	\$ 21,227,687.25
24	Signs	\$ 339,132.13
511	New Single Family Homes	\$ 114,175,862.00
179	Residential Repairs And Renovations	\$ 5,883,779.99
215	New Apartment Units	\$ 28,061,747.00
4	New Duplex Residences	\$ 160,000.00

989

Permit Total Issued for FY 2026

\$ 221,729,216.70


Jeff Kappelman
Chief Building Inspector



Monthly Permit Detail

Jeff Kappelman, Chief Building Official

\$ 25,298,720.10 Total Valuation

Permits Details			Company Name	Valuation
Issue Date	Work Class	Address		
4/1/2026	Signs	404 Fox Run Ave	GOM PRINTING & SIGNS	\$ 9,000.00
4/1/2026	Swimming Pool	600 Tiger Trl	Splash Pools	\$ 49,800.00
4/1/2026	New Single Family Detached	2373 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 315,024.00
4/2/2026	Roofs	3205 Old Opelika Rd	RIGHT HAND ROOFING	\$ 12,249.35
4/2/2026	Roofs	317 East Ave	RIGHT HAND ROOFING	\$ 7,130.33
4/2/2026	New Single Family Detached	805 Donald Ave	GOLD HILL CONSTRUCTION	\$ 60,000.00
4/2/2026	Alteration	2409 Samuel Ln	RCB RENOVATIONS INC	\$ 3,000.00
4/3/2026	Roofs	2801 Watson St	SPLASH POOLS	\$ 23,322.00
4/3/2026	Swimming Pool	2918 Mckinley Dr	CLS CONSTRUCTION	\$ 49,564.00
4/3/2026	Addition	2232 Jenkins Way	EDGAR HUGHSTON BUILDER INC	\$ 30,000.00
4/3/2026	New Single Family Detached	2413 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 243,574.00
4/3/2026	New Single Family Detached	2416 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 372,824.00
4/3/2026	New Single Family Detached	2405 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 314,979.00
4/3/2026	New Single Family Detached	2397 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 291,982.00
4/3/2026	New Single Family Detached	2381 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 316,680.00
4/3/2026	New Single Family Detached	2568 Stokes Dr	DRB Village at Waterford	\$ 246,763.00
4/3/2026	New Single Family Detached	2553 Arlee Ave	DRB Village at Waterford	\$ 214,545.00
4/3/2026	New Single Family Detached	2586 Stokes Dr	DRB GROUP ALABAMA LLC	\$ 219,969.00
4/3/2026	New Single Family Detached	2547 Arlee Ave	DRB Village at Waterford	\$ 311,256.00
4/3/2026	Alteration	1405 India Rd	JAKE OF ALL TRADES	\$ 7,000.00
4/4/2026	New Single Family Detached	2580 Stokes Dr	DRB GROUP ALABAMA LLC	\$ 232,674.00
4/4/2026	Alteration	4238 Perfect Pass	AUBURN DECK CO LLC	\$ 49,358.44
4/4/2026	New Single Family Detached	2574 Stokes Dr	DRB Village at Waterford	\$ 216,129.00
4/4/2026	Roofs	1404 Novella St	XYZ ROOFCO, LLC	\$ 10,950.62
4/4/2026	New Single Family Detached	285 Summer St	Holland Homes	\$ 199,254.00

Monthly Permit Detail

4/4/2026	New Single Family Attached	1042 Hunters Way	HOLLAND HOMES LLC	\$	134,918.00
4/4/2026	New Single Family Attached	1038 Hunters Way	Holland Homes	\$	138,998.00
4/6/2026	Addition	1495 Bramble Ln	AUBURN DECK CO LLC	\$	56,822.01
4/7/2026	Roofs	1311 Northgate Dr	J&M ROOFING	\$	14,200.00
4/7/2026	Alteration	2614 Spring Lakes Xing	CREED BUILDERS LLC	\$	80,000.00
4/8/2026	Roofs	801 Lakeshore Ave	SUPREME ROOFING AND RECONSTRUCTION	\$	16,370.00
4/8/2026	New Single Family Attached	1422 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1404 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1196 Woodlands Way	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1446 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Detached	2571 Arlee Ave	DRB Village at Waterford	\$	246,763.00
4/8/2026	New Single Family Attached	1232 Woodlands Way	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1226 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1258 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1269 Woodlands Way	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1428 Timber Trl	Jim Chapman Construction Group	\$	139,788.00
4/8/2026	New Single Family Attached	1238 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1440 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1227 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Detached	2559 Arlee Ave	DRB Village at Waterford	\$	232,168.00
4/8/2026	New Single Family Detached	2565 Arlee Ave	DRB Village at Waterford	\$	216,129.00
4/8/2026	New Single Family Attached	1434 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1244 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1190 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Detached	2584 Arlee Ave	DRB Village at Waterford	\$	216,129.00
4/8/2026	New Single Family Attached	1208 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1245 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1214 Woodlands Way	Jim Chapman Construction Group	\$	139,788.00
4/8/2026	New Single Family Attached	1233 Woodlands Way	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1202 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00

Monthly Permit Detail

4/8/2026	New Single Family Attached	1392 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1257 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1410 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1416 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1275 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1263 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1380 Timber Trl	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1386 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1398 Timber Trl	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1239 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	New Single Family Attached	1220 Woodlands Way	Jim Chapman Construction Group	\$	195,043.00
4/8/2026	Alteration	203 Darden St		\$	2,500.00
4/8/2026	New Single Family Attached	1251 Woodlands Way	Jim Chapman Construction Group	\$	138,609.00
4/8/2026	New Single Family Attached	1252 Woodlands Way	Jim Chapman Construction Group	\$	138,609.00
4/10/2026	New Single Family Attached	1046 Hunters Way	Holland Homes	\$	147,186.00
4/10/2026	New Single Family Attached	1050 Hunters Way	HOLLAND HOMES LLC	\$	143,106.00
4/10/2026	Alteration	619 Terracewood Dr	HARRELSON HOMES	\$	140,000.00
4/11/2026	Roofs	203 Southview Ln		\$	9,850.00
4/11/2026	Roofs	1100 2Nd Ave	PLATINUM ROOFING SOLUTIONS INC	\$	15,000.00
4/11/2026	New Single Family Detached	913 Cusseta Rd	J BRYAN BUILDERS LLC	\$	200,000.00
4/13/2026	New Single Family Detached	990 Como Way		\$	183,377.00
4/13/2026	New Single Family Detached	1186 Ontario Rd		\$	260,100.00
4/13/2026	Roofs	2408 Heritage Dr	DYNAMIC RESTORATIONS	\$	20,000.00
4/13/2026	New Single Family Detached	998 Como Way	STONE MARTIN BUILDERS	\$	251,191.00
4/14/2026	Alteration	207 N 12Th St	HOME DEPOT #816, THE	\$	3,039.00
4/14/2026	New Single Family Detached	86 Merlin St	LOWDER NEW HOMES INC	\$	375,445.00
4/14/2026	New Single Family Detached	2837 Anderson Lakes Dr	DAVIDSON HOMES	\$	250,356.00
4/14/2026	New Single Family Detached	2929 Edith Ann Ln	DAVIDSON HOMES	\$	243,525.00
4/14/2026	Alteration	1505 Mitchell Ct	Shepard Construction	\$	16,218.92
4/14/2026	New Single Family Detached	2389 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$	230,808.00

Monthly Permit Detail

4/15/2026	Alteration	2168 Interstate Dr	EMPCON Builders LLC	\$	35,000.00
4/15/2026	Tenant Build Out	3810 Pepperell Pkwy Unit: Ste 3	COMPASS CONSTRUCTION	\$	125,944.27
4/16/2026	New Single Family Detached	1020 Catherine Dr	TRADEMARK QUALITY HOMES INC	\$	307,826.00
4/16/2026	New Single Family Attached	1026 Hunters Way	Holland Homes	\$	134,918.00
4/17/2026	New Single Family Attached	1022 Hunters Way	Holland Homes	\$	134,918.00
4/18/2026	New Single Family Detached	3871 Hamilton Rd		\$	450,000.00
4/20/2026	Addition	1071 Walker Gray Ct	WS ELECTRICAL & AIR CONDITIONING INC	\$	170,000.00
4/20/2026	Alteration	601 S Railroad Ave		\$	705,000.00

HISTORIC DOWNTOWN OPELIKA SPECIAL EVENT PERMIT APPLICATION PACKET



CITY OF
OPELIKA
alabama



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

PERMIT APPLICATION

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

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

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

CONTACT INFORMATION

Event Organizer Name: Brian Hipp

Title with Organization: Security Director

Organization Name: First Baptist Church of Opelika

Contact Phone: 334-332-6096

Contact Email: brianh@fbcopelika.com

Mailing Address: 301 South 8th Street Opelika, AL. 36801

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

EVENT INFORMATION

Event Name: VBS

Event Date: 6/1/26 - 6/4/26 Event Time: 8:00AM - 12:30pm

Type of Event: Vacation Bible School (kids)

Event Description: Road ~~close~~ barricades on street around the church

Event Location Requested:

Courthouse Square Downtown Streets Other Location

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

8th street between Ave B and Ave C., Ave B between 5th street and 9th street and 9th Street between Ave B and Ave C.

Event Time to include set up and break down: 8:00 AM - 12:30pm daily

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

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

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

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

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

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

How many trash cans will you need? 0

of anticipated attendees: 1,200 to 1,500 kids and adults

ADDITIONAL INFORMATION REQUIRED:

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

RELEASE AND INDEMNIFICATION AGREEMENT

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

Done and executed this the 13 day of May, 2026.

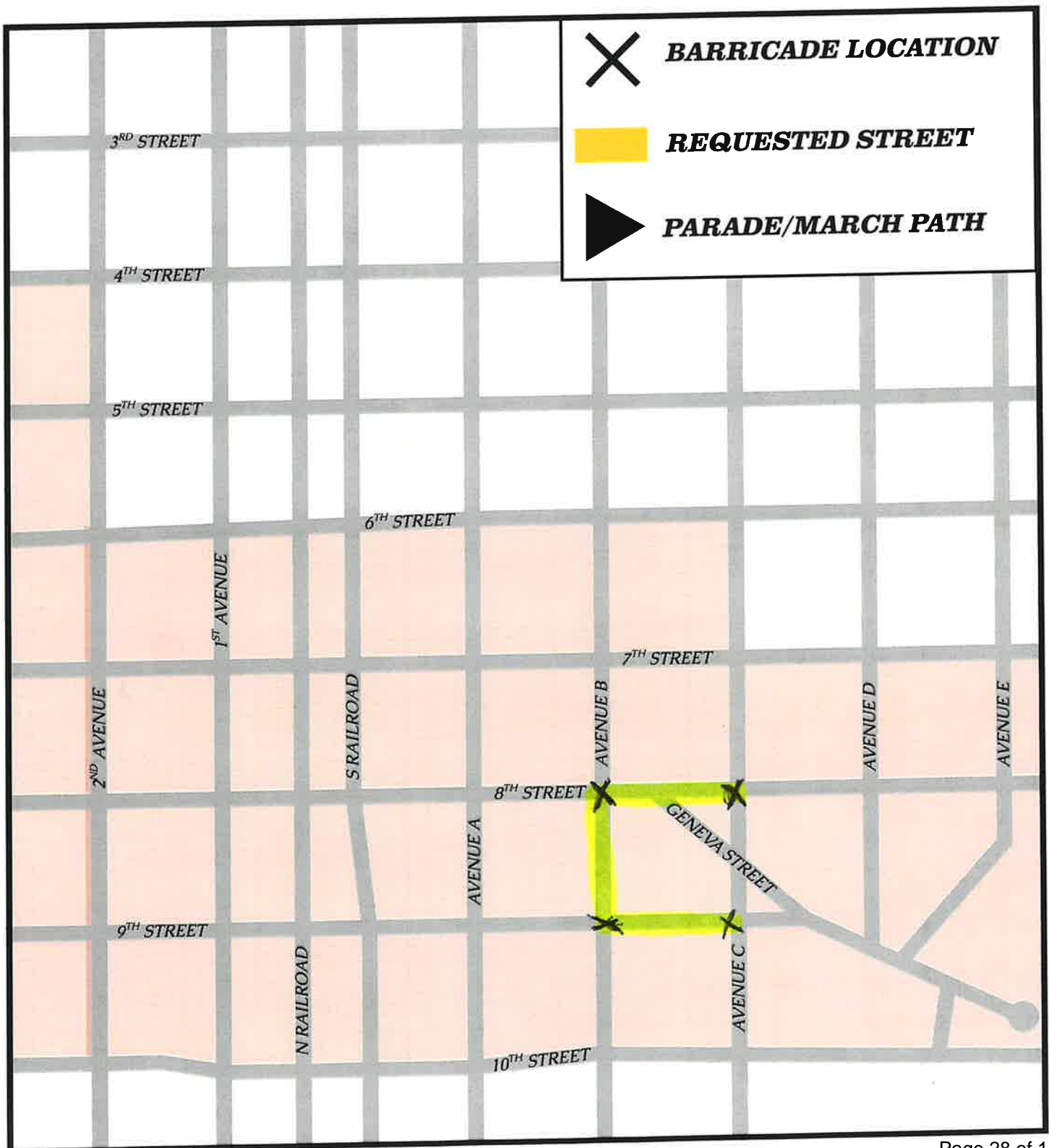
Brian Hipp 
Name of Requestor/Releasor

OMS/City Representative

DOWNTOWN OPELIKA 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







May 14, 2026

RE: Downtown Street Closure Request: First Baptist Opelika

Opelika Main Street supports this Downtown Street Closure request from First Baptist Opelika for their annual VBS week. We believe that the street closures, as requested, will allow First Baptist to ensure the safety of the children and staff throughout the day.

Sincerely,

A handwritten signature in black ink that reads "Kelsey Sullivan". The signature is written in a cursive, flowing style.

Kelsey G. Sullivan, MPA

Executive Director

Opelika Main Street

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 -----
Courtney Ross	Purchasing/Revenue	\$ 136.30
Tara Young	Information Technology	\$ 136.30
Grace Dark	Economic Development	\$ 570.58

- 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

PERIOD ENDING

NAME

DEPARTMENT

Courtney Ross

Purchasing/Revenue

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 4/7/26	Opelika to Atlanta Airport										68.15	68.15
WED												0.00
THU												0.00
FRI 4/10/26	Atlanta Airport to Opelika										68.15	68.15
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.30	136.30

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME _____

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS _____

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS _____

NATURE OR PURPOSE OF TRAVEL
Tyler Ener Gov Training Conference - Las Vegas

METHOD OF REIMBURSEMENT
 DEDUCT FROM MY ADVANCE MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
4/7/26	94 miles @ \$.725	68.15
4/10/26	94 miles @ \$.725	68.15

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Courtney Ross

Signature Courtney Ross

Lillet
Department Head

[Signature]
City Administrator

EXPENSE REPORT

NAME Tara Young DEPARTMENT Information Technology PERIOD ENDING 4/30/2026

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

DATE	CITY AND STATE	LOGGING	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		
4/27/2026	Atlanta, GA									\$ 68.15	\$ 68.15
4/30/2026	Atlanta, GA									\$ 68.15	\$ 68.15
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
										\$ -	\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136.30	\$ 136.30

DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
27-Apr	Mileage to Atlanta 94 * 0.725	\$ 68.15
30-Apr	Mileage from Atlanta 94 * 0.725	\$ 68.15

DATE	ITEMS	AMOUNT

NUMBER OF DAYS AWAY FROM HOME
4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0

NATURE OR PURPOSE OF TRAVEL
Laserfiche Conference

METHOD OF REIMBURSEMENT
MAIL TO:

Tara Young
EMPLOYEE SIGNATURE

[Signature]
SUPERVISOR SIGNATURE

[Signature]
APPROVED BY

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

Name Grace Dark

Department Econ Dev

4/30/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			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			
4/8/2026	City Hall to Ft Benning					26.46						26.46
4/8/2026	Ft Benning to City Hall					26.46						26.46
4/14/2026	City Hall to Sheraton BHAM					81.93						81.93
4/16/2026	Sheraton to City Hall					81.93						81.93
4/26/2026	City Hall to Perdido Resort					176.90						176.90
4/29/2026	Perdido Resort to City Hall					176.90						176.90
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	570.58	0.00	0.00	0.00	0.00	0.00	570.58

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL

Economic Development

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/8/2026	City Hall to Ft Benning	26.46
4/8/2026	Ft Benning to City Hall	26.46
4/14/2026	City Hall to Sheraton BHAM	81.93
4/16/2026	Sheraton to City Hall	81.93
4/26/2026	City Hall to Perdido Resort	176.90
4/29/2026	Perdido Resort to City Hall	176.90

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

[Handwritten Signature]

SIGNATURE

[Handwritten Signature]

APPROVED BY

[Handwritten Signature]

RESOLUTION NO. _____

WHEREAS, the Police Department desires to purchase Body Cameras with related equipment;
and

WHEREAS, this is a sole source purchase; and

WHEREAS, Motorola Solutions is the sole source vendor for the Body Cameras; and

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

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

1. That the purchase be awarded to Motorola Solutions.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Motorola Solutions in the amount of \$44,765.40.
3. That the Mayor be authorized to sign all documents pertaining to this purchase.
4. That the Controller be authorized to adjust the budget as necessary for this purchase.

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk



OPELIKA, CITY OF
Opelika Police Department - (30) V700 Request
04/28/2026

04/28/2026

OPELIKA, CITY OF
PO BOX 390
OPELIKA, AL 36803

RE: Motorola Quote for Opelika Police Department - (30) V700 Request

Dear Craig Vickers,

Motorola Solutions is pleased to present OPELIKA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide OPELIKA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Barry Prestage at Barry.Prestage@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Barry Prestage



QUOTE-3609756
Opelika Police Department - (30)
V700 Request

Billing Address:
OPELIKA, CITY OF
PO BOX 390
OPELIKA, AL 36803
US

Quote Date:04/28/2026
Expiration Date:07/05/2026
Quote Created By:
Barry Prestage
Barry.Prestage@
motorolasolutions.com

End Customer:
OPELIKA, CITY OF
Craig Vickers
rvickers@opelika-al.gov
334-705-5236

Contract: 36874 - SOURCEWELL MOBILE
VIDEO-101223-MOT
AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
	V700							
1	WGB-0880A	V700 BWC 1080P FN READY W/REM BATT JM	30		\$968.00	\$193.60	\$774.40	\$23,232.00
2	WGP02950A	BATT LIION IP67 4050T	30		\$123.75	\$24.75	\$99.00	\$2,970.00
3	WGB-0138A	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	3		\$1,499.00	\$299.80	\$1,199.20	\$3,597.60
4	LSV07S05139A	HARDWARE REPAIR - TRANSFER STATION / SMARTDOCK	3	3 YEARS	\$486.00	\$97.20	\$388.80	\$1,166.40
5	LSV07I03510A	ESSENTIAL SOFTWARE SUPPORT AND HARDWARE REPAIR - V700	30	3 YEARS	Included	Included	Included	Included
VideoManager EL or EX: Video Evidence Management								



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
6	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE*	30	1 YEAR	\$243.72	\$48.74	\$194.98	\$5,849.40
7	WGA00635	V300 BASE ASSEMBLY, WI-FI DOCK	30		\$331.25	\$66.25	\$265.00	\$7,950.00

Subtotal	\$55,956.60
Total Discount Amount	\$11,191.20
Grand Total	\$44,765.40(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$38,916.00	
Upfront Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$5,849.40	
Sub Total:			\$44,765.40	
		Payment Term	Sale Price	Annual Sale Price
Sub Total:				\$0.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$44,765.40

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Captain Craig Vickers

VENDOR Motorola Solutions

PRODUCT/SERVICE Motorola Solutions body cameras and accessories.

Estimated annual expenditure for the commodity or service \$ 44,765.40

Initial all entries below that apply to the proposed purchase: Attach a detailed explanation containing complete justification and support documents. (More than one entry will apply to most sole source products/services requested).

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). RCV
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____
3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____
4. This is the only known item or service that will meet the specialized needs of the Police Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) RCV
5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____
6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

The undersigned requests that the State of Alabama Bid Law Title 41 Article 3 Competitive Bidding Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. I further certify that the item(s) requested is of an indispensable nature, all other viable alternatives have been explored and it has been determined that only this product or service will fulfill the function for which the product is needed.

DEPARTMENT HEAD SIGNATURE Key

DEPARTMENT/DIVISION/DATE Police Department/Patrol Division 5/7/2026

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) _____

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

RESOLUTION NO. _____

**RESOLUTION AMENDING THE ORGANIZATIONAL CHART
OF THE OPELIKA POLICE DEPARTMENT BY ADDING ONE NEW
POSITION OF FLEET MANAGER AT PAY GRADE 110 NONEXEMPT**

WHEREAS, the Opelika Police Department (“OPD”) desires to add one (1) new position of Fleet Manager at Pay Grade 110 nonexempt; and

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

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

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

1. That the addition of one new position of Fleet Manager at Pay Grade 110 nonexempt in the Opelika Police Department is hereby approved and authorized by the City Council.

2. That the Police Chief and the Human Resources Director are hereby authorized and directed to modify the organizational chart of the Opelika Police Department to implement the changes in personnel as contemplated by this Resolution.

3. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

CITY OF OPELIKA POSITION DESCRIPTION

Fleet Manager Police Department

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in a professional office environment and in outdoor weather conditions. This position performs administrative and specialized work functions associated with coordinating fleet maintenance, repair work and contracted work along with ensuring quality assurance and quality control. Additionally, this position will perform administrative and project coordination for the Administrative Captain, including but not limited to monitoring the department's budget, maintaining files and records, processing documentation, and serving as a liaison with other city departments and vendors. The position works under the general supervision of the Administrative Division.

Minimum Qualifications

- Requires high school diploma, GED, or specialized vocational training.
- A minimum of two years of fleet vehicle related experience.
- Any equivalent combination of education, experience, and training that provides the required knowledge, abilities, and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check, polygraph examination, and random drug and alcohol testing as a condition of employment.
- Applicants must possess and maintain a valid driver's license.

Essential Job Functions

- Processes a variety of documentation associated with department operations, within designated timeframes and per established procedures; processes all documents to meet deadlines.
- Conducts research and analysis for special projects and programs administered by the department.
- Monitors departmental expenditures and budget reports to ensure compliance with approved budget; reviews billing invoices and ensures availability of funds; approves billing invoices and assigns numbers to invoices for payment, processes invoices and checks; maintains records of expenditures; types budget-relating correspondence; reviews budget reports; prepares budget requests and enters into computer; prepares annual reports; attends budget meetings.
- Schedule meetings; records meeting date, time, and location; ensure all parties involved are notified in a timely manner.
- Monitors and processes office supplies, office equipment, and departmental forms to ensure adequate inventory; complies and types purchase requisitions; forwards completed requisitions for approval and processing; schedules and coordinates service on equipment on a regular basis to maintain optimum operation of equipment.

- Communicates with supervisors, employees, other departments, city officials, vendors, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.
- Develops and maintains a list of fleet maintenance requests and communicates the request to the fleet maintenance division as determined.
- Communicates via telephone and/or two-way radio; provides information; takes and relays messages; responds to requests for service.
- Meet goals and performance measures set forth by supervisor or designee.
- Must possess superior organizational skills and be able to prioritize and work simultaneously on several projects.
- Coordinate, schedule, and audit vehicle maintenance repairs to include preventative, mechanical and electrical repair to fleet vehicles.
- Conducts various errands as needed; operates a motor vehicle to conduct errands or perform other work activities.
- Repairs headlights, taillights, brake lights, turn signals, LED strobe lights, and any bulb replacements.
- Assist in transporting vehicles to and from various vendor locations.
- Responsible for fleet inspection checklists.
- Installs automatic vehicle location devices.
- Responsible for surplus process (Removing City of Opelika decals, removing tracking location devices, and removing any other City property before vehicle is retired).
- Performs checking fluid levels, replacing tires, replacing batteries, and washing / cleaning vehicles.
- Responds to service calls for departmental vehicles disabled on the road; troubleshoots problems or arranges tow.

Marginal Job Functions

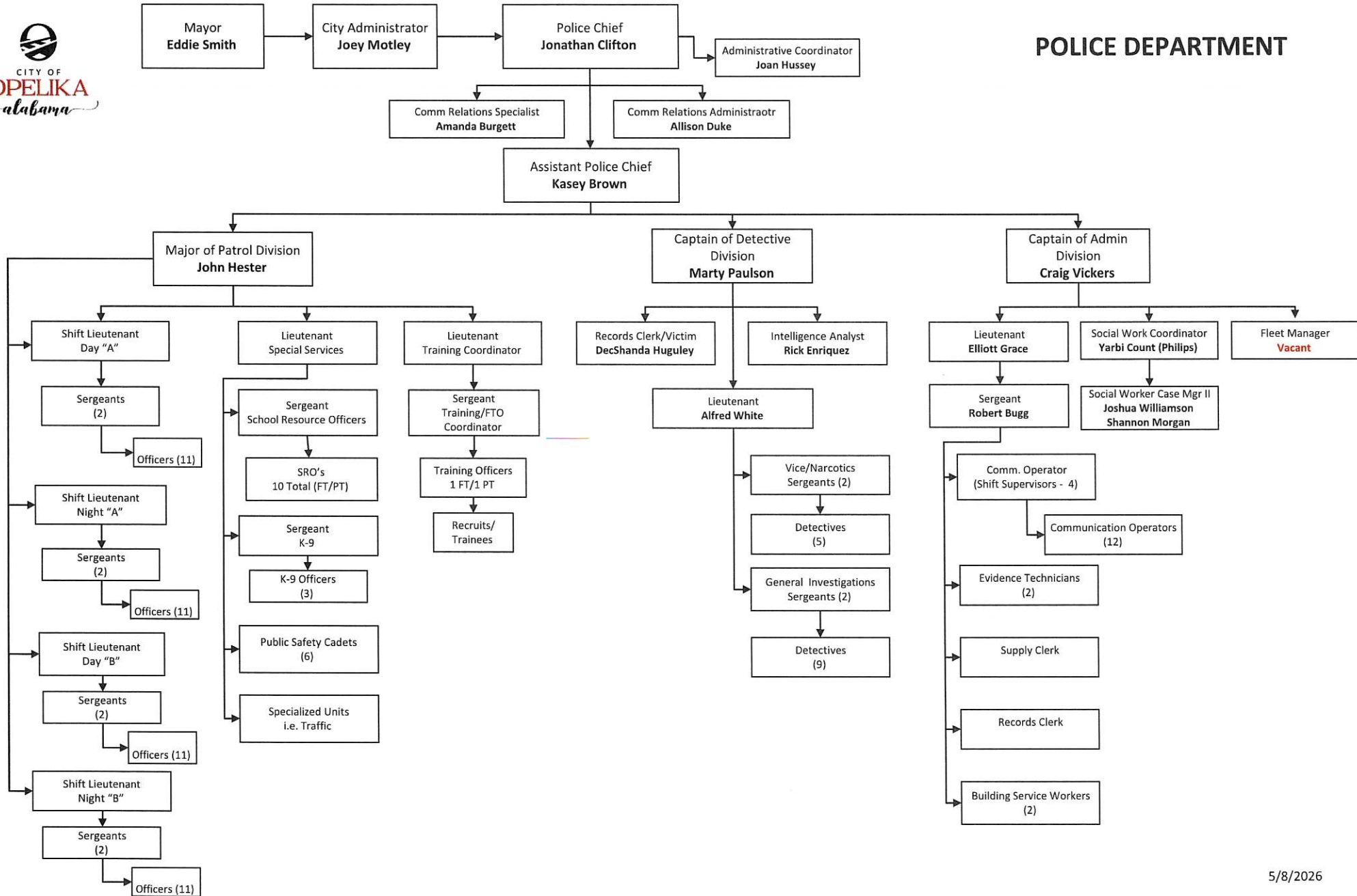
- Travels to attend workshops, training seminars, and events to improve technical or professional skills.
- Other duties and responsibilities as assigned by management.
- Regular and predictable attendance is required.

Employment Policy

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



POLICE DEPARTMENT



RESOLUTION NO. _____

**RESOLUTION APPROVING SUBMISSION OF 2026 MUNICIPAL
WATER POLLUTION PREVENTION (MWPP) ANNUAL REPORTS
TO ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

WHEREAS, the City Council (the “Council”) of the City of Opelika is required to submit annual Municipal Water Pollution Prevention (MWPP) Reports for the Eastside Wastewater Treatment Plant and the Westside Wastewater Treatment Plant to the Alabama Department of Environmental Management (ADEM); and

WHEREAS, the Council has reviewed the 2026 MWPP annual reports prepared by the Public Works Director.

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

1. The Council informs ADEM that the Council has reviewed the 2026 Annual Reports for the Eastside and Westside Wastewater Treatment Plants, copies of which said reports are attached hereto and made a part of this Resolution, and no additional actions are required at this time to ensure compliance with the effluent requirements of its National Pollutant Discharge Elimination System (NPDES) Permit.
2. That the attached reports are approved for submission to ADEM, and the Public Works Director is directed to submit the 2026 MWPP Annual Reports for the City’s two (2) wastewater treatment plants to ADEM.
3. That this Resolution shall become effective immediately upon its adoption.

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Eastside WWTP NPDES #: AL0059218

MUNICIPALITY: Opelika COUNTY: Lee

CONTACT PERSON: John Gwin
Responsible Official
Public Works Director
Title

Telephone #: (334)705-5413 Fax #: (334)705-5452

Email Address: jgwin@opelika-al.gov

CHIEF OPERATOR: Reggie Shipp
Name

Telephone #: (334)363-4954 Fax #: _____

Email Address: rshipp@opelika-al.gov

Date: _____

REVIEWED BY: _____
Consulting Engineer

Telephone #: _____ Fax #: _____

Date: _____

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2025 (due **May 31, 2026**).

- Part 1
 - A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 - B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 - C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).
- Part 2
 - A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 - B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year
- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.
- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.
- Part 5
 - A. Describe the characteristics and quantity of sludge generated.
 - B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.
- Part 6
 - A. Sludge Disposal Method
 - B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.
- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.
- Part 8 Operator Certification
- Part 9 Financial Status
- Part 10 Subjective Evaluation
- Part 11 Summary Sheet

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: Eastside WWTP

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day)**</u>
January	1.92	122.4	1848.5
February	1.97	131.4	2063.18
March	2.01	126.9	2136.23
April	2.51	173.3	3625.64
May	1.58	122.9	1641.02
June	1.96	131.3	2134.1
July	1.7	123.4	1687.29
August	1.35	139.5	1576.89
September	1.25	173.6	1822.89
October	1.28	162.1	1614.4
November	1.2	182	1933.67
December	1.46	188.1	2018.49
Annual Avg.	1.68	148.08	2008.53

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	5	10,425
90% of the Design Criteria	4.5	9,383

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
_____ 0 _____ (Check the appropriate point total)

0 - 4 = 0 points 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
_____ 0 _____ (Check the appropriate point total)

0 = 0 points 1 - 2 = 5 points 3 - 4 = 10 points 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?
_____ 0 _____ (Check the appropriate point total)

0 - 1 = 0 points 2 - 4 = 5 points 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?
_____ 0 _____ (Check the appropriate point total)

0 = 0 points 1 = 10 points 2 = 20 points 3 = 30 points 4 = 40 points 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = _____ 0 _____
D points = _____ 0 _____
E points = _____ 0 _____
F points = _____ 0 _____

TOTAL POINTS VALUE FOR PART 1 _____ 0 _____
Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅, loading in lbs/day from Part 1, A by 0.7.

Facility Name: Eastside WWTP

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

Permit Limit	Months	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
	5-11		9	30	2
12-4		15	30	4	Report

(2) DMR Concentration

Qtr	Month	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
1	January	2.21	3.4	.07	0
	February	1.62	3.6	.12	0
	March	2.05	2.8	.11	0
2	April	1.96	1.8	.07	.709
	May	1.52	1.8	.11	.709
	June	1.34	2.6	.08	1.16
3	July	1.69	2	.06	1.01
	August	1.72	2.3	.05	.829
	September	1.09	2.4	.17	3.08
4	October	1.92	3.8	.18	1.49
	November	1.64	3.7	6.69	.960
	December	2.14	3.5	.06	1.45
Annual Avg.		1.74	2.81	.65	1.27

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

Permit Limit	Months	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
	5-11	375	1251	83.4	Report
12.4	625	1251	166	Report	

(2) DMR Loading

Qtr	Month	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	33.4	53.38	1.12	0
	February	25.31	57.51	1.97	0
	March	33.77	46.62	1.83	0
2	April	43.62	39.7	1.47	10.64
	May	19.15	24.12	1.45	9.22
	June	21.21	41.19	1.31	18.96
3	July	22.49	27.09	.85	14.31
	August	20.13	25.94	.56	9.35
	September	11.24	24.82	1.77	32.16
4	October	14.42	38.47	1.92	15.88
	November	15.17	33.43	66.95	9.58
	December	23.2	37.81	.73	17.63
Annual Avg.		23.59	37.51	6.83	15.3

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

No = 0 points

Yes = 121 points

D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Eastside WWTP

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2006

Subtract the above answer from the report year to determine age:

$$\text{Age} = (\text{Last Calendar year}) - (\text{Answer to A})$$

$$\text{Age } \underline{20} = (\underline{2026}) - (\underline{2006})$$

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<u> X </u> Mechanical Treatment Plant	2.0
<u> </u> Aerated Lagoon	1.5
<u> </u> Stabilization Pond	1.0
<u> </u> Other (Specify: _____)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

$$\frac{2}{\text{(Factor)}} \times \frac{20}{\text{(Age)}} = \underline{40} \quad \text{TOTAL POINT VALUE FOR PART 3}$$

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: Eastside WWTP

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0

D. Add together Answers A and B and subtract Answer C from that total.

A + B - C = 0 (Check the appropriate point total.)

- 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.

E + F - G = 0 (Check the appropriate point total.)

- 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0

Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: Eastside WWTP

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 12+

(Check the appropriate point total.)

- Greater than or equal to 4 months = 0 points
- Less than 4 months, but greater than or equal to 3 months = 10 points
- Less than 3 months, but greater than or equal to 2 months = 20 points
- Less than 2 months, but greater than or equal to 1 month = 30 points
- Less than one month = 50 points

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- 36 or more months = 0 points
- 24 - 35 months = 10 points
- 12 - 23 months = 20 points
- 6 - 11 months = 30 points
- Less than 6 months = 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Facility Name: Eastside WWTP

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: _____ Design Flow: _____ MGD Design BOD₅ (CBOD₅): _____ lbs/day Equivalent (PE)

List industrial and/or residential developments.

Will the additional loading overload the plant?
(Check the appropriate point total.)

No = 0 points Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

Yes = 0 points No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Eastside WWTP

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates.***

Fees are charged for size of tap and length. Ranges from 4" at \$1,160 for tap and \$10 per LF to 6" at \$1,200 per LF

Residential Minimum	<u>\$5.25(3/4")</u>	Plus rate	<u>1.76</u>	/1,000 gal.
Industrial Minimum	<u>\$156.11(2")</u>	Plus rate	<u>1.76</u>	/1,000 gal.
Monthly residential rate based on 6,000 gallons usage \$	<u>\$25.81</u>			

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Capital Budget of city, Sewer Fund

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Facility grounds are in neat condition while the plant physical condition has improved
substantially from 2025 report

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Several LS have upgraded with future renovations. moderate inflow/infiltration from heavy
rain events. Routine maintenance/service are performed.

C. What sewage system improvements does the community have planned for construction in the next 5 years?

Upgrade to industrial sewer system with continued Lift station upgrades and collection system repairs and expansion.

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

15-20 years

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

repairs and expansion.

F. Is the community presently involved in formal planning for treatment facility upgrading?

Yes

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 1

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Yes. Preventative maintenance applying standard SOP's/ work instructions.

Yes. Preventative maintenance applying standard SOP's/ work instructions.

Internal "Blueprint Operations" system.

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) Yes No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) Yes No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

IPS pump replacement - \$100,000 bar screen - \$4100

Reuse system - \$26,000

UV System - \$49,000

Aeratoion DO meter - \$8,000

Aeration mixers - \$33,000

WAS/RAS pumps - \$70,100

H2S system - \$3200

L. List any additional comments. (Attach additional sheets if necessary.)

Facility Name: Eastside WWTP

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>0</u> points	121 points
Part 3 <u>40</u> points	40 points
Part 4 <u>0</u> points	200 points
Part 5 <u>0</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>40</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- Mechanical plant with surface water discharge
- Aerated Lagoon or stabilization pond with surface water discharge
- Mechanical plant using land disposal of liquid wastes
- Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- 0 - 70 points Actions as Appropriate*
- 71 - 120 points Departmental Recommendation Range*
- 121 - 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Westside WWTP NPDES #: AL0050130

MUNICIPALITY: Opelika COUNTY: Lee

CONTACT PERSON: John Gwin
Responsible Official
Public Works Director
Title

Telephone #: (334)705-5413 Fax #: (334)705-5452

Email Address: jgwin@opelika-al.gov

CHIEF OPERATOR: Reggie Shipp
Name

Telephone #: (334)363-4954 Fax #: _____

Email Address: rshipp@opelika-al.gov

Date: _____

REVIEWED BY: _____
Consulting Engineer

Telephone #: _____ Fax #: _____

Date: _____

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2025 (due **May 31, 2026**).

- Part 1
 - A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 - B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 - C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).
- Part 2
 - A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 - B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year
- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.
- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.
- Part 5
 - A. Describe the characteristics and quantity of sludge generated.
 - B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.
- Part 6
 - A. Sludge Disposal Method
 - B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.
- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.
- Part 8 Operator Certification
- Part 9 Financial Status
- Part 10 Subjective Evaluation
- Part 11 Summary Sheet

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: Westside WWTP

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day**)</u>
January	3.14	119.6	3092
February	3.81	115.9	3651
March	3.75	129.6	3953
April	4.76	112.5	4135
May	4.22	120.3	4071
June	3.79	104.4	3312
July	3.31	115.2	3206
August	3.12	146.2	3807
September	2.75	168	3784
October	2.53	151.8	3176
November	2.41	171.8	3479
December	2.33	154.2	2937
Annual Avg.	3.33	134.1	3550

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	4.0	6672
90% of the Design Criteria	3.6	6005

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
5 (Check the appropriate point total)

0 - 4 = 0 points 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
2 (Check the appropriate point total)

0 = 0 points 1 - 2 = 5 points 3 - 4 = 10 points 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?
0 (Check the appropriate point total)

0 - 1 = 0 points 2 - 4 = 5 points 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?
0 (Check the appropriate point total)

0 = 0 points 1 = 10 points 2 = 20 points 3 = 30 points 4 = 40 points 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 5
D points = 5
E points = 0
F points = 0

TOTAL POINTS VALUE FOR PART 1 10
Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅ loading in lbs/day from Part 1, A by 0.7.

Facility Name: Westside WWTP

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

Permit Limit	Months	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
	5-11	10	30	1.1	Report
12-4	15	30	1.1	Report	

(2) DMR Concentration

Qtr	Month	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
1	January	2.68	2.2	.48	1.8
	February	2.16	1.9	.28	.7
	March	2.36	3.5	.35	.7
2	April	2.13	2	.35	.7
	May	2.21	2	.47	.7
	June	1.78	1.5	.30	1.19
3	July	2.17	2	.63	2.01
	August	2.40	1.6	.67	.8
	September	2.01	1.8	.42	.8
4	October	2.80	1.7	.23	1.71
	November	2.66	2	.26	.7
	December	2.36	2.7	.24	1.68
Annual Avg.		2.31	2.08	.39	1.12

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

Permit Limit	Months	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
	5-11	333	1000	36.6	Report
12-4	500	1000	36.6	Report	

(2) DMR Loading

Qtr	Month	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	70	59	12.6	47.13
	February	71	69.7	8.4	22.53
	March	70.5	107.7	9.3	22.17
2	April	77.5	84.1	14.2	28.15
	May	76.7	69.7	17.2	24.95
	June	56.8	49.8	9.5	37.61
3	July	60.2	56.6	17.5	55.48
	August	63.2	41	17.6	20.89
	September	45.7	40.1	9.7	19.88
4	October	61.7	36.5	5.1	36.1
	November	54.7	40.8	5.3	14.25
	December	44.9	52.5	4.7	32.59
Annual Avg.		62.7	58.9	10.9	30.14

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

No = 0 points

Yes = 121 points

D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0
D Points = 0
E Points = 0
F Points = 0
G Points = 0
H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Westside WWTP

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0

D. Add together Answers A and B and subtract Answer C from that total.
A + B - C = 0 (Check the appropriate point total.)

- 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
- 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
- 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.
E + F - G = 0 (Check the appropriate point total.)

- 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
- 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
- 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: Westside WWTP

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 12+

(Check the appropriate point total.)

- Greater than or equal to 4 months = 0 points
- Less than 4 months, but greater than or equal to 3 months = 10 points
- Less than 3 months, but greater than or equal to 2 months = 20 points
- Less than 2 months, but greater than or equal to 1 month = 30 points
- Less than one month = 50 points

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- 36 or more months = 0 points
- 24 - 35 months = 10 points
- 12 - 23 months = 20 points
- 6 - 11 months = 30 points
- Less than 6 months = 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Facility Name: Westside WWTP

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: _____ Design Flow: _____ MGD Design BOD₅ (CBOD₅): _____ lbs/day Equivalent (PE)

List industrial and/or residential developments.

Will the additional loading overload the plant?
(Check the appropriate point total.)

No = 0 points Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

Yes = 0 points No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Westside WWTP

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates.***

Fees are charged for size of tap and length. Ranges from 4" at \$1,160 for tap and \$10 per LF
to 6" at \$1,200 per LF

Residential Minimum \$5.25(3/4") Plus rate 1.76 /1,000 gal.

Industrial Minimum \$156.11(2") Plus rate 1.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage \$ \$25.81

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Capital Budget of City, Sewer Fund

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Facility grounds are in neat condition while the plant physical condition has improved
substantially from 2025 report

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Several LS have upgraded with future renovations. moderate inflow/infiltration from heavy
rain events. Routine maintenance/service are performed.

C. What sewage system improvements does the community have planned for construction in the next 5 years?

Upgrade to industrial sewer system with continued Lift station upgrades and collection system repairs and expansion.

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

15-20 years

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

repairs and expansion.

F. Is the community presently involved in formal planning for treatment facility upgrading?

Yes

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 1

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Yes. Preventative maintenance applying standard SOP's/ work instructions.

Yes. Preventative maintenance applying standard SOP's/ work instructions.

Internal "Blueprint Operations" system.

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) Yes No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) Yes No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Reuse - \$25,000

Bar Screen - \$25,000

L. List any additional comments. (Attach additional sheets if necessary.)

Facility Name: Westside WWTP

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>10</u> points	121 points
Part 3 <u>40</u> points	40 points
Part 4 <u>0</u> points	200 points
Part 5 <u>0</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>50</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- Mechanical plant with surface water discharge
 Aerated Lagoon or stabilization pond with surface water discharge
 Mechanical plant using land disposal of liquid wastes
 Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- 0 - 70 points Actions as Appropriate*
 71 - 120 points Departmental Recommendation Range*
 121 - 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

RESOLUTION NO. _____

**RESOLUTION REVISING THE JOB TITLE AND JOB DESCRIPTION
AND RECLASSIFYING THE PAY GRADE FOR THE
CLASSIFICATION OF ACCOUNTING TECH I**

WHEREAS, the job title and job description for the classification of Accounting Tech I in the Accounting Department has been reviewed by staff; and

WHEREAS, the Mayor and staff recommend that the job title for the classification of Accounting Tech I be changed to Accounting Tech II--General and reclassify the position from Pay Grade 102 nonexempt to Pay Grade 105 nonexempt; and

WHEREAS, the Mayor and staff recommend that the job description for said position be revised as provided below.

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

1. That the job title for the classification of Accounting Tech I in the Accounting Department is hereby changed to Accounting Tech II--General.
2. That the job description for the position of Accounting Tech II--General (formerly Accounting Tech I), as shown in Exhibit "A", is hereby approved and ratified.
3. That the position of Accounting Tech II--General at Pay Grade 102 nonexempt in the Accounting Department is hereby reclassified to Pay Grade 105 nonexempt.
4. That this Resolution shall take effect upon its passage and adoption by the City Council.

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

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

ATTEST:

CITY CLERK

CITY OF OPELIKA

POSITION DESCRIPTION

Accounting Technician II-General Accounting

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in a professional office environment. The employee in this position must successfully work independently and must successfully work well as part of a team. The essential function of the position within the organization is to provide accounting support in accordance with generally accepted accounting principles. The position is responsible for accounting tasks of responsibility. The position works under general supervision according to some procedures; decides how and when to complete tasks.

Minimum Qualifications

- Requires high school diploma or GED, and the equivalent of two years of college or specialized vocational training in computer technology, accounting, finance, or a closely related field.
- Requires two years of related experience in bookkeeping or accounting roles.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check as a condition of employment.

Essential Job Functions

- Bookkeeping & Accounting: Recording financial transactions, posting to general ledgers, and preparing other financial reports.
- Assists in monitoring, reconciling, maintaining accurate and detailed records for funds and other financial transactions; may review, evaluate, and reconcile monthly drawdown statements for specific funds and/or programs; performs purchase requisitions as needed; prepares and processes budget adjustments as needed.
- Edits, balances and runs reports of responsibility; enters information/data into general ledger.
- Accounts Payable/Receivable: Reviewing, processing, and tracking invoices, expense claims, procurement cards, and vendor payments; review/approve accounts payable transactions ensuring expense codes are correct.
- Reconciliation: Reconciling bank statements and resolving discrepancies in financial records.
- Reporting and Support: Preparing financial reports, supporting budget preparation, and supporting payroll data.
- Compliance: Ensuring compliance with financial regulations and company procedures.

- Sets up and maintains files and records; ensures inclusion of required information/data, and closes records as required.
- Gathers and maintains data/information to prepare periodic and special reports for area of responsibility, such as fleet reports, quarterly tax reports, 941's, 1099's, or inventory reports.
- Performs clerical tasks, such as ordering supplies, data entry, preparing spreadsheets or correspondence, opening and distributing mail, telephoning, faxing, or photocopying and scanning.
- Administers and reconciles billing for benefit programs, such as medical insurance, disability, life insurance, or retirement; coordinates employee contributions and premium deductions to elective insurance plans.
- Daily exhibits excellent customer service and team building skills.
- Performs other related duties as assigned; specific duties not listed does not exclude them for this classification if the work is similar or related.

Marginal Job Functions

- Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.
- Performs duties of other departmental personnel as required.
- Other duties and responsibilities as assigned by management.
- Regular and predictable attendance is required.

EMPLOYMENT POLICY

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION
WITH ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT)
FOR THE FY 2027 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM**

WHEREAS, the Alabama Department of Transportation (“ALDOT”) Transportation Alternatives Set-Aside Program is an ALDOT and Federal Highway Administration (FHWA) administered transportation infrastructure grant program for projects of local interests; and

WHEREAS, the City of Opelika (the “City”) desires to apply to participate in a transportation project through the Transportation Alternatives Set-Aside Program; and

WHEREAS, the City is proposing to construct a pedestrian/bicycle route along Waverly Parkway—Phase II to connect to TAPAA_TA22(915) that is currently under construction (the “Project”); and

WHEREAS, the Project is determined by the City Council to be in the best interest of the City and the residents therein; and

WHEREAS, the total grant funding from ALDOT for this project would be 80% of the construction and inspection cost not to exceed \$800,000.00.

WHEREAS, the City of Opelika, Alabama (the “City”) is eligible to apply for TAP funding; and

WHEREAS, the City’s obligation consists of twenty percent (20%) of the cost of the Project; and

WHEREAS, funds for the City’s share of cost for the Project will come from the Unassigned Fund Balance; and

WHEREAS, the City desires to submit a grant application to ALDOT for the FY 2027 Transportation Alternative Program (TAP) for the construction of the pedestrian/bicycle route on Waverly Parkway Phase II.

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

1. That the Mayor is hereby authorized to execute and submit to ALDOT on behalf of the City a FY 2027 Transportation Alternative Program (TAP) grant application in an amount not to exceed \$800,000.00 for the construction of a pedestrian/bicycle route on Waverly Parkway Phase II and any prior authorization of said application is hereby ratified and approved.

2. That upon approval of the application, the Mayor is hereby authorized and directed to execute a grant agreement with ALDOT and to carry out and comply with the terms of the grant agreement.

3. That the City hereby agrees to accept the grant funds and comply with the terms of the grant as well as all applicable laws and regulations as stated in the grant agreement.

4. That the City's local match of 20% of the estimated cost and shall come from the Unassigned Fund Balance.

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 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.

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

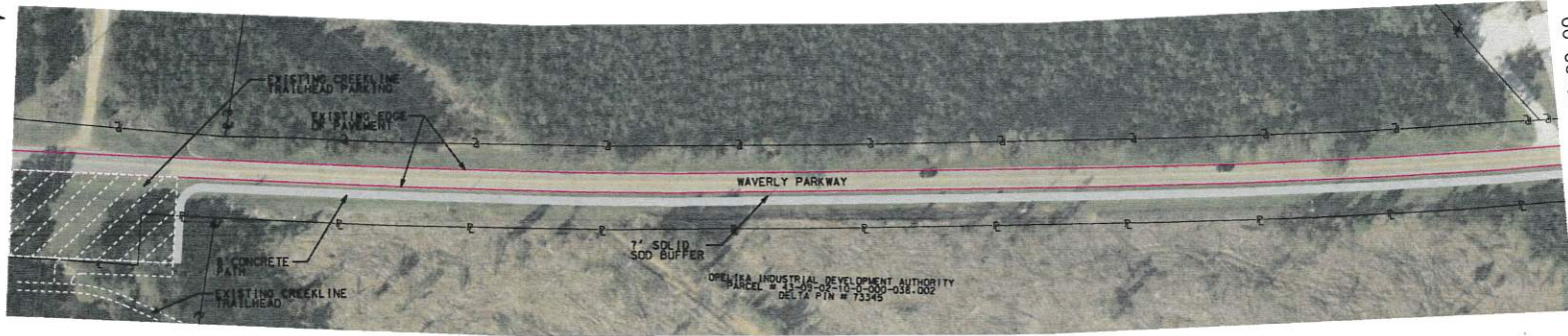
ADOPTED AND APPROVED this the _____ day of _____, 2026.

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

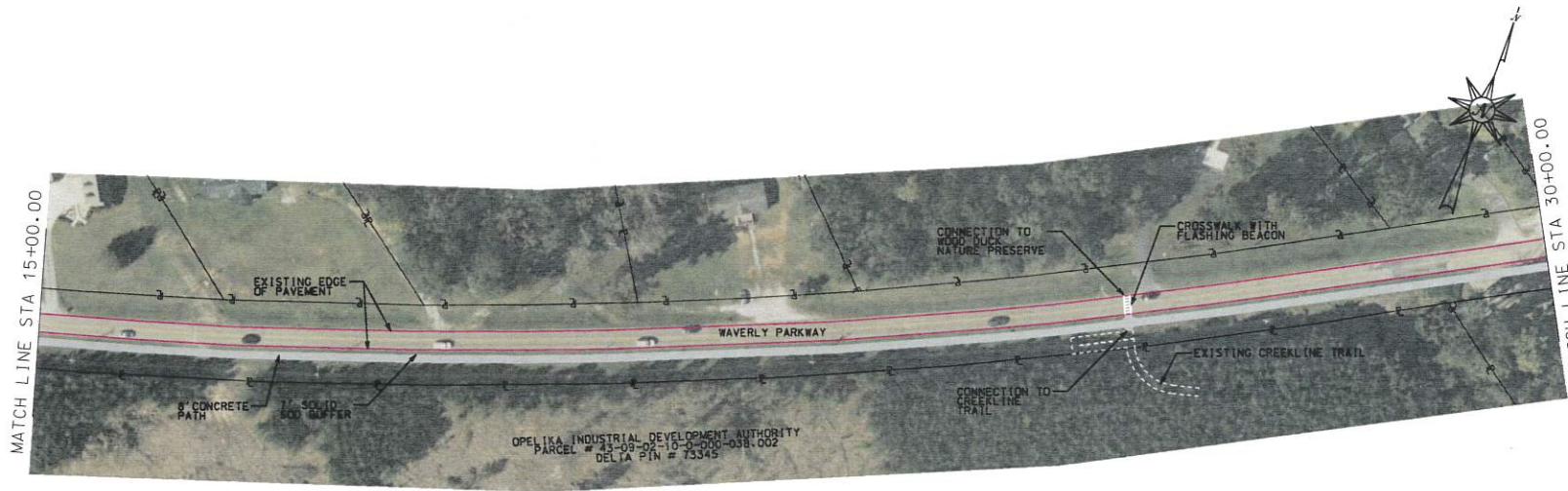
ATTEST:

CITY CLERK

PEDESTRIAN/BICYCLE ROUTE ALONG WAVERLY PARKWAY - PHASE II



MATCH LINE STA 15+00.00



MATCH LINE STA 15+00.00

MATCH LINE STA 30+00.00

NO.	REVISIONS	DESCRIPTION	BY	CD	DATE

SAIN ASSOCIATES

527 Technology Drive NW
Suite B2
Huntsville, Alabama 35895
Phone: (256) 892-9586
Website: www.sain.com

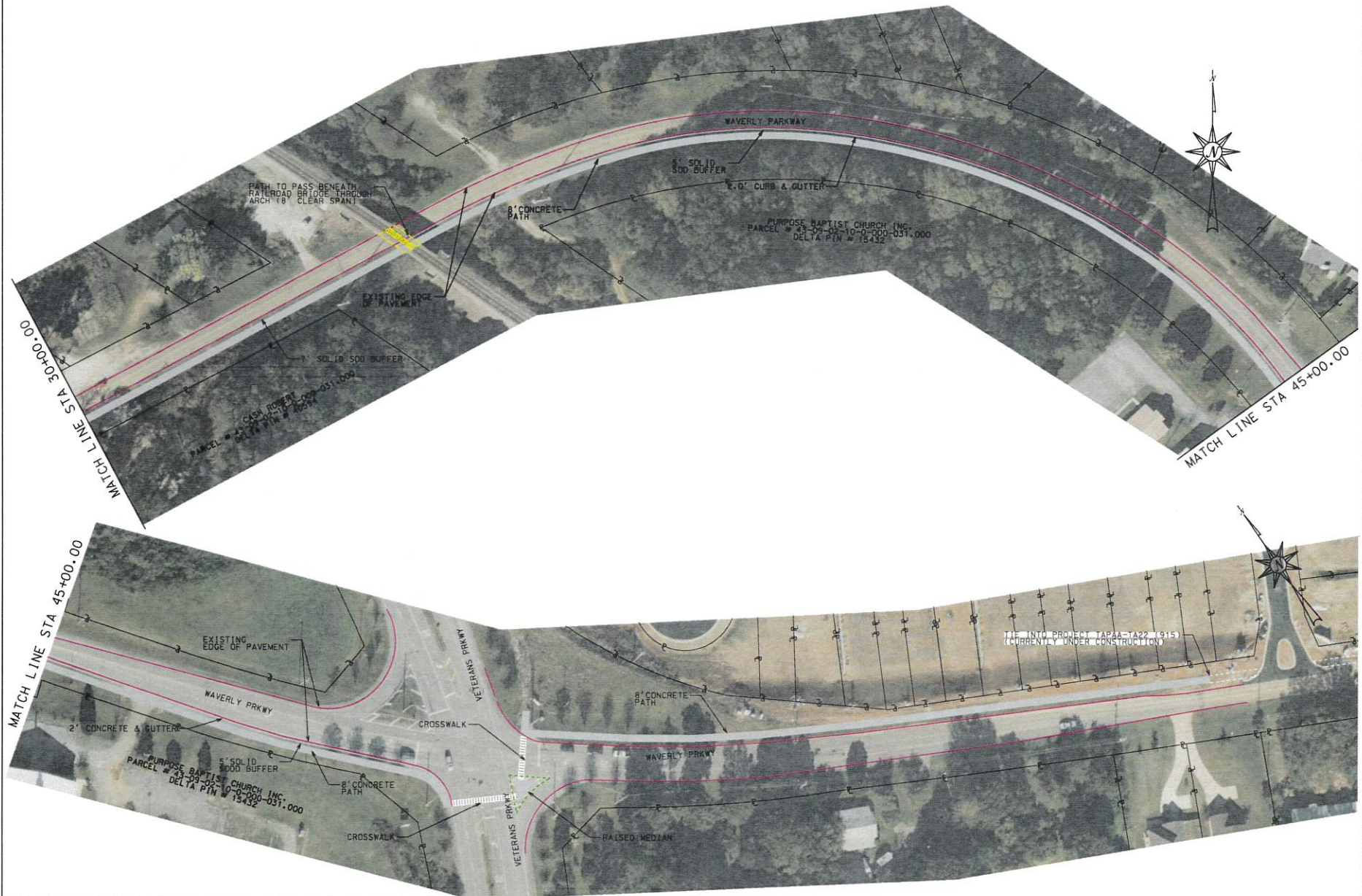
DRAWING NAME
**PEDESTRIAN/BICYCLE ROUTE
ALONG WAVERLY PARKWAY - PHASE II**

FOR
**THE CITY OF OPELIKA,
OPELIKA, AL**

DATE: X.X.X.	JOB NO: 25-0118
CHK. BY: X.X.X.	SCALE: 1"=30'
PROJ. MGR: X.X.	DATE: 5/12/2025

SHEET NO.
1

PEDESTRIAN/BICYCLE ROUTE ALONG WAVERLY PARKWAY - PHASE II



NO.	BY	CHKD.	DATE

SAIN ASSOCIATES
 5021 Technology Drive NW
 Suite B2
 Huntsville, Alabama 35895
 Phone: (256) 892-6566
 Website: www.sain.com

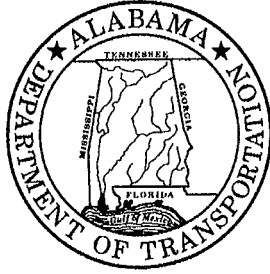
PEDESTRIAN/BICYCLE ROUTE ALONG WAVERLY PARKWAY - PHASE II
 WAVERLY PARKWAY
 LEE COUNTY, AL
 FOR THE CITY OF OPELIKA, AL

DRN. BY	JOB NO.
X.X.X.	25-0118
CHKD. BY	SCALE
X.X.X.	1"=50'
PROJ. MGR.	DATE
X.X.	5/1/2025

SHEET NO. **2**

THE INFORMATION CONTAINED IN THESE PLANS MAY NOT, IN WHOLE OR IN PART, BE REPRODUCED OR REVISED WITHOUT THE WRITTEN CONSENT OF SAIN ASSOCIATES, INC.

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2027 Transportation Alternatives Set-Aside Program Application

This document provides the format in which the required information is to be included in all applications seeking consideration for the TA Set-Aside Program. Applicants may develop and prepare their own applications; however, the headings (A through L) shall be listed with supporting narratives/attachments included. Prospective project sponsors are encouraged to review the *FY 2027 Transportation Alternatives Set-Aside Guidelines* when considering the development of applications. Sponsors will be required to submit the application electronically to the ALDOT Local Transportation Bureau by the FY 2027 deadline of **May 29, 2026**.

A. Provide the Sponsoring Agency

Sponsor Entity: _____
Mayor/Chairman: _____
Contact: _____
Contact Title: _____
Mailing Address: _____
Phone: _____
Email: _____

Project Manager: _____
Title: _____
Mailing Address: _____
Phone: _____
Email: _____

B. Describe in detail the proposed project improvements and list all eligible TAP activities included in the project. Identify the point(s) of origin, important intermediate destinations, and point(s) of termination. Indicate if the project is/was part of a phased construction plan, or part of a larger comprehensive master plan.

C. Describe how the proposed project improvements meet the intent of the Transportation Alternatives Set-Aside Program; (Refer to the Competitive Selection criteria of the TAP Guidance).

- D. Provide a detailed preliminary pay item estimate of the total project cost, the amount of Federal funds requested, the amount of the local match, and any additional funding committed by the sponsor. If the preliminary engineering (PE) is going to be a reimbursable phase of work, the estimated PE cost must be included in the detailed cost estimate.
- E. Identify ownership of all properties located inside the project footprint. If the acquisition of minor right-of-way or property is necessary, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected property owners. Please include photos of these locations and locate these photos on a map.
- F. Identify the location of existing utilities in conflict with the project. If any utilities or service connections will need to be relocated, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected utility owners.
- G. Identify any cultural or environmental resources potentially impacted by the project. Please include detailed time frames and costs associated with coordinating through the State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or any other effected resource agency. If there are any historic buildings, homes, or structures that will be impacted by the project, please include photos of these locations and locate these photos on a map.
- H. List any clearances or permits that will be required and include letters of support if possible.
- I. Describe the life expectancy of the project. Identify the agency responsible for maintenance, the anticipated maintenance activities, and the funding source for maintenance efforts.
- J. Provide any documentation related to community impacts.
- K. Provide any additional comments the sponsor wishes to be considered, including any letters of support from elected officials, local agencies, or property owners.
- L. Include any supporting photographs, maps, drawings, or plans necessary to support the project application (all in Color).

All applications **must be submitted electronically** no later than 5:00 pm on **May 29, 2026**.

Applications should be submitted using our website <https://aldot.submittable.com/submit>.

Applicant will receive a confirmation email once an application is submitted. If you do not receive a confirmation, please contact LTB at 334-242-6733 to ensure receipt of the application.



ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6206 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

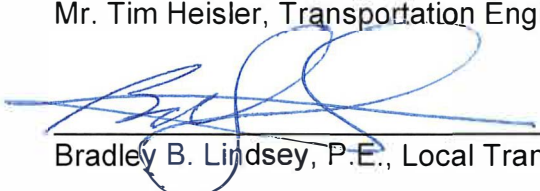
John R. Cooper
Transportation Director

March 26, 2026

LOCAL TRANSPORTATION BUREAU MEMORANDUM 2026-3

TO: Alabama Mayors
Alabama County Commissions
Metropolitan Planning Organizations
Regional Planning Organizations
ALDOT Area Local Transportation Engineers

COPY: Mr. Clay McBrien, P.E., Assistant Chief Engineer, Policy & Planning
Mr. Tim Heisler, Transportation Engineer, FHWA

FROM: 
Bradley B. Lindsey, P.E., Local Transportation Bureau Chief

RE: FY 2027 Transportation Alternatives Set-Aside Program Call for Applications

The Alabama Department of Transportation (ALDOT) is soliciting applications for the Transportation Alternatives Set-Aside Program (TAP) for FY 2027.

All applications **must be submitted electronically** no later than 5:00 pm on **May 29, 2026**.

Applications should be submitted using our website <https://aldot.submittable.com/submit>.

Please refer to the *FY 2027 Transportation Alternative Set-Aside Guidelines* and the *FY 2027 Transportation Alternative Set-Aside Application* for details about the program and the application submittal process. The guidelines and the application can both be found on the ALDOT website, <https://www.dot.state.al.us/programs/TAP.html>.

The current deadline for application submittals and the subsequent announcement of project selections will allow sponsors to receive a notice of award before the start of the upcoming fiscal year. This will allow sponsors an opportunity to program the required matching funds into their upcoming fiscal year's operating budgets.

If you should have any questions or comments, please feel free to contact this office at 334-242-6020 or your ALDOT Area Local Transportation Engineer.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE COMMENCEMENT OF
CONDEMNATION PROCEEDINGS FOR CERTAIN REAL
PROPERTY LOCATED IN THE CITY OF OPELIKA, ALABAMA.**

WHEREAS, the City of Opelika (the “City”) seeks to acquire title to real property and construction easements for access to the construction of a roundabout at the intersection of Hi-Pack Drive and Cunningham Drive, said construction serving a sufficient and valid public purpose, and

WHEREAS, the proposed construction of a roundabout necessitates the appraisal of, and purchase by, the City of approximately 0.247 acres of real property owned by Lisa D. Britton (hereinafter referred to as “Britton”) as identified on the map attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the City has attempted to secure an agreement which would eliminate the necessity of condemnation proceedings and has not secured a waiver valuation of the necessary parcel from Britton; and

WHEREAS, the City is required under §18-1A-22 of the Code of Alabama to establish an amount which it believes to be just compensation and submit to the owner an offer for the full amount so established, in order to lawfully institute property condemnation proceedings in the Lee County Probate Court.

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

Section 1. That it is hereby established and declared that the following described real property is needed by the City for the construction, improvement, maintenance and repair of the roundabout at the intersection of Hi-Pack Drive and Cunningham Drive, to wit:

A part of the NW ¼ of NW ¼, Section 23, Township 19N, Range 26E, identified as Tract No. 4 on Project No. R071321196 in LEE County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from a common section corner for section 14, 15, 22 and 23 thence S55°04'10"E a distance of 846.03 feet to a point on the acquired right-of-way line, said point being offset 30.00

feet left of Hi-Pack Drive station 31+71.53, also being the Point of Beginning of the property herein described;

Thence following the curvature thereof and along the acquired right-of-way line an arc distance of 60.50 feet (said arc having a chord bearing of N79°19'02"E, a clockwise direction, a chord distance of 60.48 feet and a radius of 730.00 feet) to a point on the temporary easement line 30.00 feet left of Hi-Pack Drive station 32+29.94;

Thence N40°26'19"E along the temporary easement line a distance of 190.50 feet to a point on the west present right-of-way line of Cunningham Drive;

Thence S00°43'21"E along said right-of-way line a distance of 155.46 feet to a point on the north present right-of-way line of Hi-Pack Drive;

Thence S89°45'56"W along said present right-of-way line a distance of 184.96 feet to the point and place of beginning;

The above described parcel contains 0.247 acre, more or less.

Temporary Construction Easement 1 of 1:

Commencing from a common section corner for section 14, 15, 22 and 23 thence S49°11'16"E a distance of 742.01 feet to a point on the temporary easement line, said point 70.00 feet left of Hi-Pack Drive station 30+53.92, also being the Point of Beginning of the property herein described;

Thence following the curvature thereof and along the temporary easement line an arc distance of 192.64 feet (said arc having a chord bearing of N74°31'42"E, a clockwise direction, a chord distance of 192.15 feet and a radius of 770.00 feet) to a point on the temporary easement line 70.00 feet left of Hi-Pack Drive station 32+29.94;

Thence following the curvature thereof and along the temporary easement line an arc distance of 54.23 feet (said arc having a chord bearing of N74°36'49"E, a counterclockwise direction, a chord distance of 54.11 feet and a radius of 244.00 feet) to a point on the acquired right-of-way line 70.00 feet left of Hi-Pack Drive station 32+99.73;

Thence S40°26'19"W along the acquired right-of-way line a distance of 70.77 feet to a point on the acquired right-of-way line 30.00 feet left of Hi-Pack Drive station 32+29.94;

Thence S80°58'49"W along the acquired right-of-way line a distance of 9.87 feet to a point on the acquired right-of-way line 30.00 feet left of Hi-Pack Drive station 32+20.08;

Thence following the curvature thereof and along the acquired right-of-way line an arc distance of 50.63 feet (said arc having a chord bearing of S78°59'36"W, a counterclockwise direction, a chord distance of 50.62 feet and a radius of 730.00 feet) to a point on the north present right-of-way line of Hi-Pack Drive;

Thence S89°45'56"W along said present right-of-way line a distance of 132.02 feet to the point and place of Beginning;

The above-described parcel contains 0.145 acre, more or less.

Section 2. That the Mayor is hereby authorized and directed to secure any appraisals required to determine the just compensation of all the property described in Section 1, make an offer to the owner to purchase the .247 (+-) acre tract at the full appraised value, and to provide the owner with a written statement showing the basis for the amount established as just compensation along with a separate statement for damages to remaining property, if appropriate.

Section 3. In the event that the written offer is rejected by Britton, the Mayor is authorized to initiate condemnation proceedings to secure the required property, to negotiate a settlement acquisition agreement with Britton on behalf of the City and to secure a waiver valuation if the value of the property to be condemned is \$15,000.00 or less.

Section 4. The Mayor and the City Clerk are hereby authorized and directed on behalf of the City to execute, deliver and accept all documents and instruments necessary to consummate the transactions described herein.

Section 5. The City does hereby accept and ratify the acquisition of the real estate described in Section 1 above for public and municipal purposes, whether accomplished by agreement, condemnation or both.

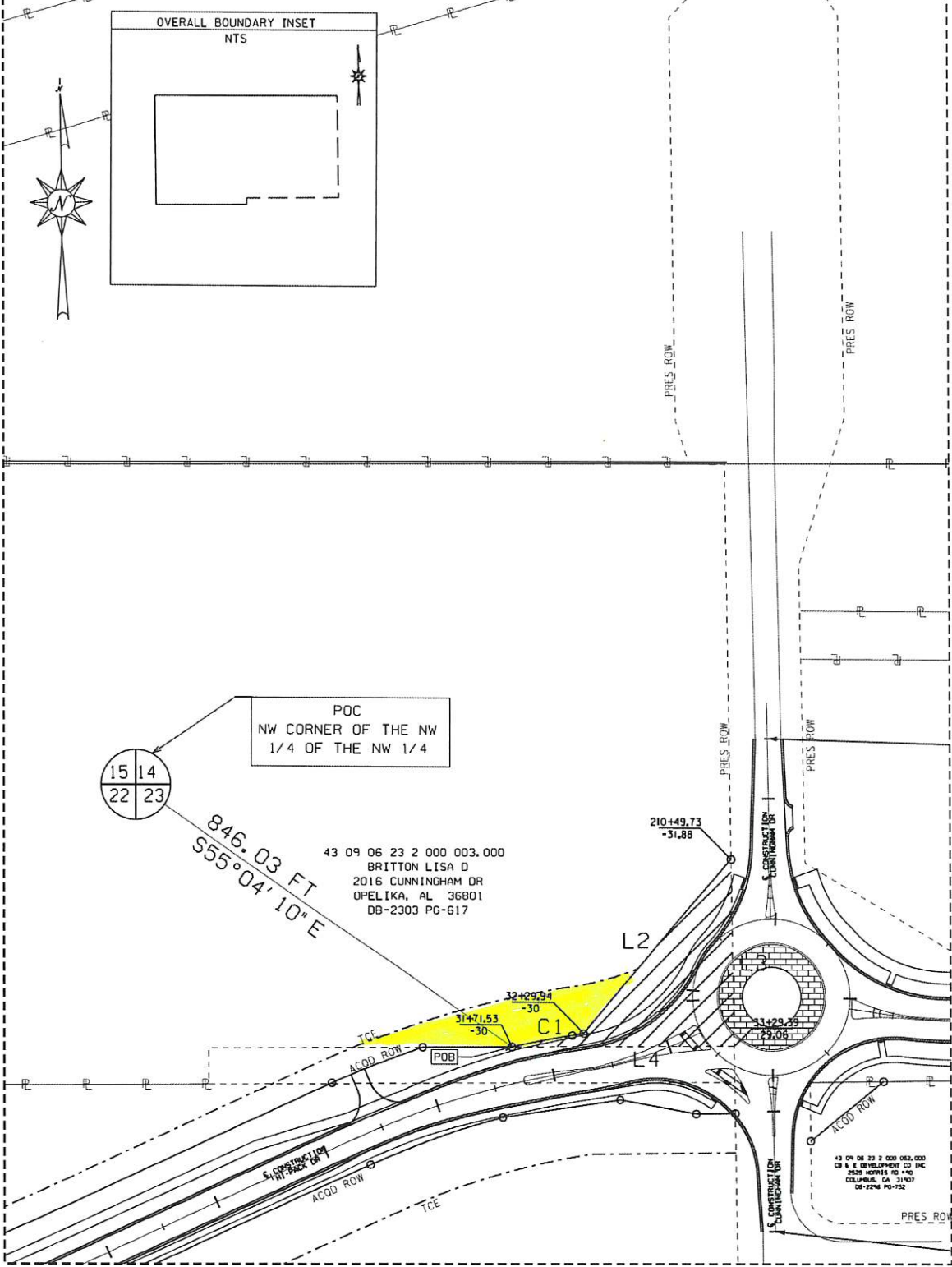
ADOPTED AND APPROVED this the ____ day of _____, 2026.

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

ATTEST:

CITY CLERK

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
C1		60.48	730	N79°19'02"E	60.5
L2	N40°26'19"E	190.5			
L3	S00°43'21"E	155.46			
L4	S89°45'56"W	184.96			



TRACT NUMBER: 4

OWNER: BRITTON LISA D

CITY OF OPELIKA

PROJ NO: R071321196

TOTAL ACREAGE: 9.988

R/W REQUIRED: 0.247

REQUIRED TCE: 0.145

REMAINDER: 9.741

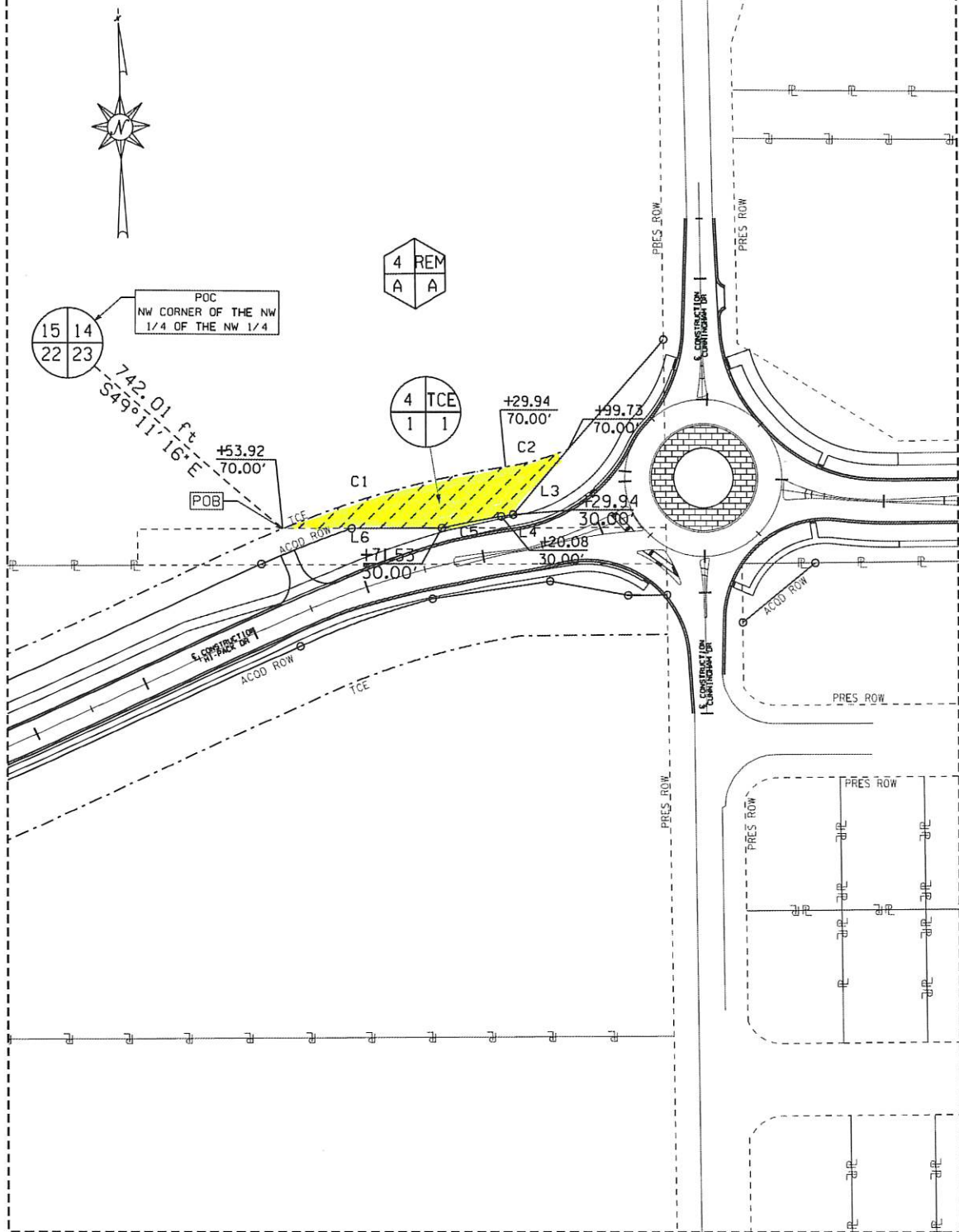
COUNTY: LEE

SCALE: 1" = 100'

DATE: 08/12/2025

REVISED: 1 OF 2

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
C1		192.15	770.00	N74°31'42"E	192.64
C2		54.11	244.00	N74°36'49"E	54.23
L3	S40°26'19"W	70.77			
L4	S80°58'49"W	9.87			
C5		50.62	730.00	S78°59'36"W	50.63
L6	S89°45'56"W	132.02			



TRACT NUMBER: 4
 OWNER: BRITTON LISA D

CITY OF OPELIKA

TOTAL ACREAGE: 9.988
 R/W REQUIRED: 0.247
 REQUIRED TCE: 0.145
 REMAINDER: 9.741

PROJ NO: R071321196
 COUNTY: LEE
 SCALE: 1" = 100'
 DATE: 08/12/2025
 SKETCH: 2 OF 2

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO SPORTSPLEX TRI FOR KIDS FOR THE 14TH ANNUAL
SPORTSPLEX TRI FOR KIDS AND SMALL FRY TRI 2026 SPONSORSHIP**

WHEREAS, Sportsplex Tri for Kids., a 501(c)3 non-profit corporation, is a non-competitive event that encourages kids to challenge themselves while celebrating fun, fitness and community spirit; and

WHEREAS, Sportsplex Tri for Kids is holding its 14th Annual Sportsplex Tri for Kids and Small Fry Tri on August 1, 2026, at the Opelika Sportsplex and Aquatics Center (the “Sportsplex”); and

WHEREAS, the City of Opelika (the “City”), desires to encourage kids to explore the sport of triathlon; and

WHEREAS, Ward 1 Councilman George Allen, Ward 2 Councilwoman Janataka Hughley-Holmes, Ward 3 Councilman Leigh Whatley, Ward 4 Councilman Chuck Beams and Ward 5 Councilman Todd Rauch wish to appropriate \$100.00 each from their respective discretionary funds to assist with the Sportsplex Tri for Kids’ mission.

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 \$500.00 to assist with the mission of Sportsplex Tri for Kids.
2. That the Mayor and the Controller are hereby authorized to transfer the sum of \$100.00 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 mission of Sportsplex Tri for Kids.

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 \$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.

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

ATTEST:

CITY CLERK

CITY OF OPELIKA

VOLUNTEER SERVICE APPLICATION FORM

(Please print or type)

- I. **Name and Home Address:** Regina B. Meadows
607 Lismore Dr
Opelika, AL 36804
- DATE - 5/16/2026
Home Phone: 334-741-7051
Work Phone: [REDACTED]
Cell Phone: [REDACTED]
E-Mail: [REDACTED]
- II. **Optional:** Gender Female Male
Race African American Caucasian
 Other
- III. **Work Experience:** 2023-current - AL Coop. Extension System (Auburn)
2018-2023 Director of Circles Opelika
2008-2018 City of Montgomery (Neighborhood Services)
- IV. **Volunteer Experience:** Board of Directors - Leadership Lee County
RCG - Advisory Committee, Kick & Kin Advisory Committee, Jr. League Sustainer
- V. **Interest, Skills, Hobbies:** Meeting new people, reading, traveling,
learning new things, & sharing resources.
- VI. **Reasons for Volunteering:** Fosters a sense of purpose, assist with
build community capacity, support vulnerable communities,
& networking opportunities
- VII. **Availability (days/hours):** Evenings are preferred, but I have a flexible
Schedule
- VIII. **Board(s) or Committee(s) interested in:** Planning, Utility, Parks & Rec.

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

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

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

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REAL PROPERTY EXCHANGE AGREEMENT WITH THE EAST ALABAMA HEALTH CARE AUTHORITY TO CONVEY CERTAIN MUNICIPAL PROPERTY IN EXCHANGE FOR CERTAIN REAL PROPERTY NEEDED TO BUILD A NEW FIRE STATION #2

WHEREAS, the City of Opelika, Alabama, (the “City”) desires to build a more modern and updated fire station to replace Fire Station #2 currently located at 1990 Pepperell Parkway (the “Project”); and

WHEREAS, a certain portion of real property owned by The East Alabama Health Care Authority (“EAHCA”) containing approximately 2.25 acres (commonly known as the “Masonic Lodge Subdivision”), as described in **Exhibit “B”** and an outparcel containing approximately 0.12 acres (commonly known as the “IMA Outparcel”) as described in **Exhibit “C”** (together, called the “EAHCA Parcels”); and

WHEREAS, as consideration for EAHCA’s conveyance to the City of the EAHCA Parcels, the City desires to convey to EAHCA the property containing 1.7 acres, more or less, (the “Fire Station Two Parcel”), as described in **Exhibit “A”**; and

WHEREAS, at Closing, the City shall transfer and convey title of the Fire Station Two Parcel as described in Exhibit “A” by Statutory Warranty Deed to EAHCA, and pay to EAHCA the sum of \$20,000 to acquire by Statutory Warranty Deed the titles of the EAHCA Parcels, as described in Exhibits “B” and “C”; and

WHEREAS, at Closing, the City and EAHCA shall enter into a lease agreement for the City to lease the Fire Station Two Parcel from EAHCA in accordance with the terms of that certain lease agreement attached hereto as **Exhibit “D”** (the “Lease”).

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

Section 1. The Council upon evidence presented to and considered by it has found and determined and does hereby find, determine, and declare as follows:

- (a) The Council has determined that it is desirable and in the best interest of the City to acquire that certain real property, commonly known as “Masonic Lodge Subdivision” located at 1991 Pepperell Parkway in the City of Opelika, Alabama, and that certain real property, commonly known as the “IMA Outparcel” generally located at 1995 Pepperell Parkway (collectively, the “EAHCA Parcels”), which are described in Exhibits “B” and “C”.
- (b) The Council has determined that it is in the best interest of the City to convey to The East Alabama Health Care Authority that certain real property, commonly known as “Fire Station Two Parcel” located at 1990 Pepperell Parkway, which is described in Exhibit “A”, and further determines that upon completion of construction of the new fire station, the Fire Station Two Parcel will no longer be needed by the City.
- (c) The Council has determined that it is in the best interest of the City to lease back the Fire Station Two Parcel from EAHCA in accordance with the terms and conditions of the Lease during construction.
- (d) The Council has determined that a public purpose exists for the City to exchange the Fire Station Two Parcel with the two EAHCA Parcels.
- (e) The public purpose for exchanging the Parcels is for building a more efficient and updated Fire Station #2 with additional roadway access and EAHCA will benefit from the exchange by acquisition of the property located at 1900 Pepperell Parkway, which provides an additional direct access point to

Pepperell Parkway and increases the hospital campus size thereby enhancing the availability of emergency medical services and providing additional access to both the existing air-ambulance helipad, and to Pepperell Parkway.

- (f) The Council has determined that a public purpose in fact exists for the City to lease the Fire Station Two Parcel in accordance with the Lease.
- (g) The public purpose for leasing the Fire Station Two Parcel in accordance with the Lease is to ensure continued fire services while the new Fire Station #2 is being constructed and to provide improved real property alongside EAHCA's existing campus thereby enhancing the provision of quality health care to the City.
- (h) In addition to the property exchange, the City will pay EAHCA the sum of \$20,000, which funds shall come from the Unassigned Fund Balance.
- (i) A Real Property Exchange Agreement (the "Agreement") has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said Agreement.
- (j) The Lease has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said agreement.

Section 2. The City is hereby authorized to accept conveyance of the EAHCA Parcels described in Exhibits "B" and "C" in exchange for the Fire Station Two Parcel described in Exhibit "A", to make the cash payment described therein, and to lease back the Fire Station Two Parcel in accordance with the terms and conditions of the Lease.

Section 3. The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a Real Property Exchange Agreement and Lease, each between the City and The East Alabama Health Care Authority, and the City Clerk is hereby authorized and directed to affix the seal of the City to said agreements and to attest the same. Said agreements shall be substantially in the form attached as Exhibit "A" and Exhibit "D" to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

Section 4. The Mayor, City Clerk and officers of the City are hereby authorized, directed and empowered to execute for and on behalf of the City and in its name any and all documents required in connection with the exchange of the Property including execution of any and all closing documents, settlement statements, deeds, corrective deeds and certificates as such officers may deem necessary or advisable.

Section 5. The \$20,000 payment as specified in the Real Property Exchange Agreement shall be paid from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this ordinance and the attached Real Property Exchange Agreement.

Section 6. This ordinance shall become effective immediately upon its adoption and publication as required by law.

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

**REAL PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA AND THE EAST ALABAMA HEALTH CARE AUTHORITY**

This Real Property Exchange Agreement (the “Agreement”) is made and entered into this the ____ day of _____, 2026 (the “Effective Date”), by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation whose principal address is 204 South 7th Street, Opelika, Alabama 36801 (hereinafter referred to as the “City”), and **THE EAST ALABAMA HEALTH CARE AUTHORITY**, an Alabama non-profit corporation whose principal address is 2000 Pepperell Parkway, Opelika, Alabama 36801, (hereinafter referred to as “EAHCA”). The City and EAHCA are sometimes referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

- A. The City is the owner of the real property commonly known as “Fire Station Two”, as described and depicted in **Exhibit “A”** (“Fire Station Two Parcel”).
- B. The Fire Station Two Parcel is located at 1990 Pepperell Parkway, Opelika, Lee County, Alabama 36801.
- C. EAHCA is the owner in fee simple of the real property commonly known as “Masonic Lodge Subdivision”, as described in **Exhibit “B”** (the “Masonic Lodge Parcel”).
- D. EAHCA is the owner in fee simple of the real property commonly known as the IMA Outparcel, as described in **Exhibit “C”** (individually, the “IMA Outparcel” but together with the Masonic Lodge Parcel, the “EAHCA Parcels”).
- E. The Masonic Lodge Parcel is located at 1991 Pepperell Parkway, Opelika, Lee County, Alabama 36801.
- F. The IMA Outparcel is located at 1995 Pepperell Parkway, Opelika, Lee County, Alabama 36801.
- G. The City will benefit from its acquisition of the EAHCA Parcels, which will allow the City to build an updated, higher capacity, more accessible and technologically advanced fire station thereby increasing the quality and quantity of the fire and emergency response capabilities of the City.
- H. EAHCA will benefit from the exchange by the acquisition of the Fire Station Two Parcel.
- I. The City desires to convey the existing Fire Station Two Parcel to EAHCA and acquire the EAHCA Parcels from EAHCA, and EAHCA desires to acquire the Fire Station Two Parcel and convey the EAHCA Parcels to the City.
- J. Section §22-21-139 of the *Code of Alabama* 1975, as amended, authorizes the City to convey real estate to an incorporated healthcare authority regardless of whether such property is necessary for the conduct of the government or other public functions of the City.
- K. As partial consideration for the EAHCA Parcels, the City shall also pay EAHCA the sum of \$20,000.00.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals and Exhibits.

The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1. All exhibits identified herein are fully incorporated by reference into and made an integral part of this Agreement.

Section 2. Transfer.

- A. At Closing, the City shall transfer and convey title to the Fire Station Two Parcel by Statutory Warranty Deed to EAHCA. Additionally, the City shall pay EAHCA at Closing the sum of \$20,000.00. Title shall be free and clear of all liens and encumbrances, except for such restrictions, setback lines, zoning and City ordinances, easements and rights of way as may affect the Property and such conditions as would be revealed by a current survey and inspection of the pertinent property and approved by the acquiring Party.
- B. At Closing, EAHCA shall transfer and convey title to the EAHCA Parcels by Statutory Warranty Deed to the City. Title shall be free and clear of all liens and encumbrances, subject to such restrictions, setback lines, zoning and City ordinances, easements and rights of way as may affect the Property and such conditions as would be revealed by a current survey and inspection of the pertinent property and approved by the acquiring Party.

Section 3. Contingencies.

- A. The obligations of the City to close the transactions described in this Agreement are contingent upon the City Council of the City of Opelika (the “Council”) approving the transactions described in this Agreement, and EAHCA’s fulfillment of its obligations under this Agreement.
- B. The obligations of EAHCA to close the transactions described in this Agreement are contingent upon EAHCA receiving all required approvals, the City’s fulfillment of its obligations under this Agreement, (including, without limitation, the payment by the City of the sum of \$20,000.00 to acquire title of the EAHCA Parcels as described herein).
- C. The obligations of EAHCA and the City to close the transactions described in this Agreement are contingent upon each of the parties entering into that certain lease agreement attached as **Exhibit “D”**.

Section 4. General Provisions.

- A. **Compliance with Governmental Approvals.** Each Party shall have the right to pursue such governmental approvals as such Party may reasonably deem necessary to comply with zoning, intended use, consolidation and subdivision requirements applicable to divide and combine their respective properties with other land and to build thereon for City or EAHCA purposes (as the case may be) and any other third-party approvals that may reasonably be required (“Governmental Approval” or “Approval”). Governmental Approvals shall be granted in such a manner that they shall not become effective unless and until the Party seeking the Governmental Approval takes title to the Parcel to which said Approval applies and under no circumstance shall either party be authorized to change any zoning, plat or record any other instrument in the public records unless and

until after Closing. Each Party shall diligently process such applications and petitions as may be required for the Governmental Approvals commencing after the Effective Date, and the Parties agree to reasonably work together to submit joint applications for Governmental Approvals.

- B. **Damage or Loss.** The Parties agree to not voluntarily place any encumbrances upon their respective tract during the period between the Effective Date and Closing and shall use commercially reasonable efforts to prevent the filing of any encumbrances during such period. It is further agreed that any loss or damage occurring prior to the conveyance of either parcel herein described, or because of fire, lightning or other means, shall be borne by the owner in title of the loss or damaged land at the time of loss or damage. In the event that any property subject herein incurs damage to which it would cost at least \$10,000 to repair and such damage is not repaired prior to Closing, the party acquiring the parcel shall have the right to, prior to Closing, terminate this Agreement and be relieved of its obligations hereunder.
- C. **Assignment.** It is mutually understood and agreed by the Parties that this Agreement may not be assigned or transferred in whole or in part by either of the Parties, and any assignment or transfer in violation hereof shall be null and void and of no force or effect.
- D. **Effective Date.** This Agreement shall become effective only upon its execution by both Parties, and the Effective Date shall be the date upon which the last of the subscribed Parties signs the Agreement.
- E. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all prior written and/or oral agreements. The Parties agree that any oral or written representations made by any Party hereto during the negotiation of this Agreement which are not incorporated by writing into this Agreement are not binding.
- F. **Amendments.** This Agreement may be amended, modified or supplemented only by a written amendment signed by the Parties hereto with the effective date of any amendment being the date upon which the last of the subscribed Parties signs the amendment.
- G. **Clerical Errors.** The Parties agree that clerical and typographical errors contained herein may be corrected upon written notice to the other Party, unless such errors are deemed substantive or otherwise objected to by any Party by written notice within sixty (60) days of the original notice.
- H. **Survival or Representations and Warranties.** Notwithstanding anything to the contrary, it is understood and agreed that in the event of Closing, each of the parties shall be deemed to have accepted their respective parcel(s) in its/their then current AS IS, WHERE IS CONDITION WITH ALL FAULTS AND DEFECTS. No representation, warranty, covenant or other obligation hereunder shall survive the Closing except for the warranties contained within each respective deed.
- I. **Counterparts.** This Agreement may be signed in counterparts, and all such counterparts taken together shall be one and the same instrument.
- J. **Notices.** All notices, requests, orders and other communications under this Agreement shall be in writing unless expressly provided otherwise and shall be deemed to have been duly given if delivered personally to the addressee, or upon receipt if mailed by certified or registered mail, return receipt requested, with postage prepaid, as follows:

To: City of Opelika
Attn: Mayor
204 South 7th Street
Opelika, AL 36801

To: The East Alabama Health Care Authority
Attn: Roben Casey, Chief Legal and Governance Officer
2000 Pepperell Parkway
Opelika, AL 36801

or to such other addresses as any Party may from time to time designate in a written notice to the other Party in the manner provided above.

- K. **Time Is Of The Essence.** The Parties jointly agree to use their best efforts to expedite all aspects and tasks of this Agreement, including but not limited to appraisals, permits, inspections, determinations and any other decision needed to fully implement this Agreement.
- L. **Disputes.** Should circumstances or events occur that are not covered by this Agreement, the Parties agree to use their best efforts to resolve any problems arising out of such circumstances in a spirit of good faith and fair dealing. The parties further agree that the laws of the State of Alabama shall apply to any litigation arising between the parties and that venue shall be in the Circuit Court of Lee County, Alabama. Each party hereby waives any right to a jury in connection with any dispute arising from this Agreement or the transaction contemplated herein.
- M. **Severability.** If a clause in this Agreement is determined by final judgment of any court of competent jurisdiction to be unlawful and/or unenforceable, the other clauses of this Agreement will continue in effect and remain binding on the Parties; provided, however, that either Party may terminate this Agreement within ninety (90) days of such final judgment declaring a clause unlawful or unenforceable if the Party determines in its sole judgment that the clause was a fundamental term or condition of this Agreement.

Section 5. Closing.

The closing of the transactions described in this Agreement shall occur at a mutually agreeable date upon the earlier of: (i) 30 days after the City Council and EAHCA Board have each approved the transactions as described in this Agreement; or (ii) one year after the Effective Date.

Section 6. Documents.

Each Party agrees to complete and execute the documents necessary to record the conveyances described in this Agreement.

Section 7. Consideration.

The Parties acknowledge that the Exchange of Property and the cash payment contemplated in this Agreement constitute true and sufficient consideration for the obligations to be undertaken by each Party.

Section 8. Condition of Properties.

The Parties acknowledge and agree that the properties that each of them is acquiring shall be received in “AS IS” condition, with no warranties or representations provided by either Party to the other as provided in this Agreement. Each Party may conduct an inspection of the property and any buildings being acquired prior to closing upon advance written notification to the other Party. The Parties acknowledge the current building at Fire Station No. 2 was constructed around the year 1961. Each party shall indemnify, defend and hold the other harmless from and against any and all costs, claims, damages, actions and expenses incurred as a result of the indemnifying party’s inspections; provided, however, that the indemnifying party shall not be responsible for any preexisting condition except to the extent the indemnifying party exacerbates or disturbs the same.

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

**THE CITY OF OPELIKA, ALABAMA,
A MUNICIPAL CORPORATION**

By: _____
Eddie Smith
ITS: MAYOR

ATTEST:

Russell A. Jones, MMC
CITY CLERK

**THE EAST ALABAMA
HEALTH CARE AUTHORITY**

By: _____
Laura D. Grill,
ITS: PRESIDENT AND CEO

Exhibit A

A parcel of land located at 1990 Pepperell Parkway, Opelika, Lee County, Alabama, situated in Section 13, Township 19 North, Range 26 East, as recorded in Deed Book 1671 Page 279 Lee County Probate records and being more particularly described as follows:

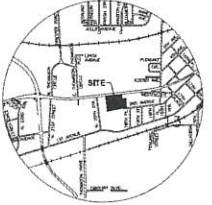
Commencing at the northwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, thence South $30^{\circ}41'34''$ East to the True Point of Beginning of the Parcel of Land herein described, thence South $73^{\circ}09'13''$ East a distance of 318.21 feet, thence South $00^{\circ}49'$ West a distance of 199.86 feet to the northerly right of way line of Pepperell Parkway, thence, along said right of way line, South $84^{\circ}42'50''$ West a distance of 272.39 feet, thence, leaving said right of way line, North $05^{\circ}29'27''$ West a distance of 318.58 feet to the True Point of Beginning of the Parcel of Land herein described and containing 1.7 acres, more or less.

Exhibit B

Lot 2, Masonic Lodge Subdivision, according to and as shown by that certain map or plat of record in Plat Book 51, at 122, in the Office of the Judge of Probate of Lee County, Alabama.

Exhibit "B"

MASONIC LODGE SUBDIVISION



VICINITY MAP
NOT TO SCALE

LEGEND

- Ⓛ EXISTING ELECTRICAL TRANSFORMER
- Ⓛ EXISTING ELECTRICAL SERVICE
- Ⓛ EXISTING SANITARY SEWER CLEANOUT
- Ⓛ EXISTING SANITARY SEWER
- Ⓛ EXISTING TELEPHONE MEDIA
- Ⓛ EXISTING GAS METER
- Ⓛ EXISTING GAS SERVICE
- Ⓛ EXISTING GAS VALVE
- Ⓛ EXISTING WATER VALVE
- Ⓛ EXISTING WATER METER
- Ⓛ EXISTING POWER SERVICE
- Ⓛ EXISTING POWER POLE AND WIRE
- Ⓛ EXISTING SIGN

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, 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 INFORMATION, KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THIS ____ DAY OF JANUARY, 2024.

ARTHUR R. NETTLES, AL PLS, REG. NO. 23346
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL.

STATE OF ALABAMA
LEE COUNTY

I, JOHN TORBERT, AS PRESIDENT FOR THE MASONIC TEMPLE - LEE COUNTY LODGE #54, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAN HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND ON THIS ____ DAY OF JANUARY, 2024.

JOHN TORBERT, PRESIDENT
MASONIC TEMPLE - LEE COUNTY LODGE #54

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JOHN TORBERT, WHOSE NAME IS BEING TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF JANUARY, 2024.

- NOTES:**
- THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
 - BEARINGS AND DISTANCES BASED ON GPS RTK OBSERVATION USING AUSLORN CORNERS, HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM, VERTICAL DATUM IS NAVD 83, NORTH IS BASED ON GRID NORTH.
 - FIELDMETHOD COMPLETED AUGUST 14, 2023, OF FIELDWORK COMPLETED JANUARY 23, 2024.
 - ACCORDING TO FEMA FIRM MAP NUMBER 1806120290, PANEL 86 OF 261 FOR OPELKA, LEE COUNTY ALABAMA, EFFECTIVE DATE NOVEMBER 2, 2011, THIS PARCEL LIES IN ZONE X & ZONE X SEVERAL ZONES OF MINIMAL FLOODING.
 - AN EASEMENT IS HEREBY GRANTED TO THE CITY OF OPELKA, ALABAMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF INSTALLING AND MAINTAINING GUY WIRES AND ANCHORS TO STABLE POLE LINES. EASEMENT TO BE TEN (10) FEET WIDE, BEING FIVE (5) FEET ON EACH SIDE OF THE FRONT AND REAR LOT LINES.
 - DEVELOPER INFO: MASONIC TEMPLE, LEE COUNTY LODGE #54, 1961 PEPPERELL PARKWAY, OPELKA, AL 36801.

FIELD LEGAL DESCRIPTION:

GAP PARCEL DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 26 EAST, OPELKA, LEE COUNTY, ALABAMA; THENCE SOUTH 21°10'00" EAST, A DISTANCE OF 206.05 FEET; THENCE NORTH 84°00'00" EAST, A DISTANCE OF 234.77 FEET; THENCE NORTH 83°00'00" EAST, A DISTANCE OF 240.32 FEET; THENCE SOUTH 02°29'00" WEST, A DISTANCE OF 123.07 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND MORE FULLY DESCRIBED AS FOLLOWS: THENCE NORTH 84°27'01" EAST, A DISTANCE OF 162.21 FEET; THENCE SOUTH 01°44'00" WEST, A DISTANCE OF 254.15 FEET; THENCE SOUTH 81°45'00" WEST, A DISTANCE OF 240.32 FEET; THENCE NORTH 00°31'54" EAST, A DISTANCE OF 297.17 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5.1126 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

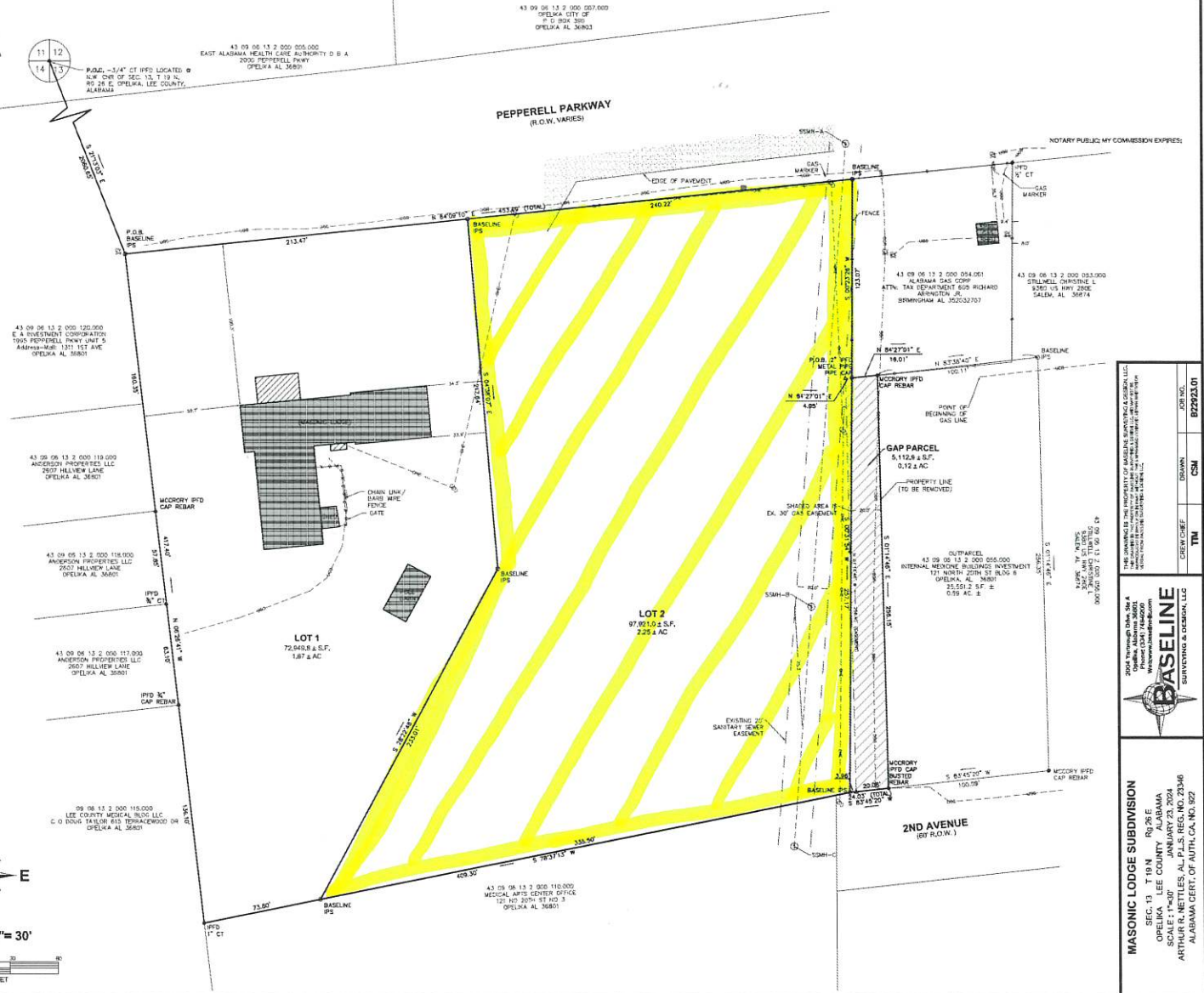
APPROVED BY THE OPELKA PUBLIC WORKS DEPARTMENT, OPELKA, ALABAMA.
PUBLIC WORKS DIRECTOR: _____ DATE: _____

APPROVED BY THE OPELKA CITY PLANNING DIRECTOR, OPELKA, ALABAMA.
PLANNING DIRECTOR: _____ DATE: _____

APPROVED BY THE OPELKA CITY ENGINEER, OPELKA, ALABAMA.
CITY ENGINEER: _____ DATE: _____

APPROVED BY THE OPELKA UTILITIES BOARD, OPELKA, ALABAMA.
OPELKA UTILITIES BOARD: _____ DATE: _____

REVIEWED ON BEHALF OF OPELKA POWER SERVICES, OPELKA, ALABAMA.
OPELKA POWER SERVICES: _____ DATE: _____



THIS SURVEY IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. ALL RIGHTS ARE RESERVED. NO PART OF THIS SURVEY IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BASELINE SURVEYING & DESIGN, LLC.
DATE: 01/23/2024
DRAWN: CSM
CHECKED: TTM
JOB NO.: B27231.01

2024 Township 19 North, Range 26 East, Opeelka, Lee County, Alabama
www.baseline-surveying.com
SURVEYING & DESIGN, LLC

MASONIC LODGE SUBDIVISION
SEC. 13 T. 19 N. R. 26 E. LEE COUNTY, ALABAMA
SCALE: 1"=30'
DATE: JANUARY 23, 2024
ARTHUR R. NETTLES, AL PLS, REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 392

1991 Pepperell Pkwy

Exhibit C

Lots 108 and 109 of the Five Points Subdivision, of the land of J.A. Kilgore into City lots, as shown by the survey of said land made August 23, 1946, by William B. Irby, Engineer and Surveyor, recorded in Town Plat Book 3, at Page 67, in the Office of the Judge of Probate of Lee County, Alabama.

Also, being described according to that survey prepared by James L. McCrory dated 25th day of July 2005.

Exhibit "C"

MASONIC LODGE SUBDIVISION



VICINITY MAP
NOT TO SCALE

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, 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 INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THIS THE ___ DAY OF JANUARY, 2024.

ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL.

STATE OF ALABAMA
LEE COUNTY

I, JOHN TORBERT, AS PRESIDENT FOR THE MASONIC TEMPLE - LEE COUNTY LODGE 454, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SURRENDER LANDS PLATTED HEREON AS SHOWN.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND ON THIS THE ___ DAY OF JANUARY, 2024.

JOHN TORBERT, PRESIDENT
MASONIC TEMPLE - LEE COUNTY LODGE 454

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JOHN TORBERT, WHOSE NAME IS REFERRED TO IN THE FOREGOING INSTRUMENT, AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF JANUARY, 2024.

- NOTES:**
1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
 2. BEARING AND ELEVATIONS BASED ON GPS RTK OBSERVATION USING AUSLURN CORNERS, HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM, VERTICAL DATUM IS NAVD 83.
 3. NORTH IS BASED ON GRID NORTH.
 4. FIELDWORK COMPLETED AUGUST 14, 2023, OFFICEWORK COMPLETED JANUARY 23, 2024.
 5. ACCORDING TO FEMA FIRM MAP NUMBER 050100010001000100, SHEET 08 OF 081, FOR OPELIKA, LEE COUNTY ALABAMA, EFFECTIVE DATE NOVEMBER 2, 2011, THIS PARCEL LIES IN ZONES X, ZONE X BEING A ZONE OF MINIMAL FLOODING.
 6. AN EASEMENT IS HEREBY GRANTED TO THE CITY OF OPELIKA, ALABAMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF INSTALLING AND MAINTAINING GUY WIRES AND ANCHORS TO STABLE POLE LINES. EASEMENT IS 15 FEET 10 INCHES WIDE, BEING FIVE (5) FEET ON EACH SIDE OF THE FRONT AND SIDE LOT LINES.
 7. OWNER/OPERATOR INFO: MASONIC TEMPLE-LEE COUNTY LODGE 454, 1991 PEPPERELL PARKWAY, OPELIKA, AL 36801

FIELD LEGAL DESCRIPTION:

GAP PARCEL DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 24 EAST, OPELIKA, LEE COUNTY, ALABAMA; THENCE SOUTH 21°17'07" EAST, A DISTANCE OF 200.65 FEET; THENCE NORTH 84°07'50" EAST, A DISTANCE OF 213.47 FEET; THENCE NORTH 84°07'50" EAST, A DISTANCE OF 240.22 FEET; THENCE SOUTH 02°03'07" WEST, A DISTANCE OF 120.17 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND MORE FULLY DESCRIBED AS FOLLOWS: THENCE NORTH 84°27'01" EAST, A DISTANCE OF 162.21 FEET; THENCE SOUTH 01°44'47" EAST, A DISTANCE OF 194.15 FEET; THENCE SOUTH 84°07'50" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 00°31'54" EAST, A DISTANCE OF 257.17 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5,112.9 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

APPROVED BY THE OPELIKA PUBLIC WORKS DEPARTMENT, OPELIKA, ALABAMA:
PUBLIC WORKS DIRECTOR: _____ DATE: _____

APPROVED BY THE OPELIKA CITY PLANNING DIRECTOR, OPELIKA, ALABAMA:
PLANNING DIRECTOR: _____ DATE: _____

APPROVED BY THE OPELIKA CITY ENGINEER, OPELIKA, ALABAMA:
CITY ENGINEER: _____ DATE: _____

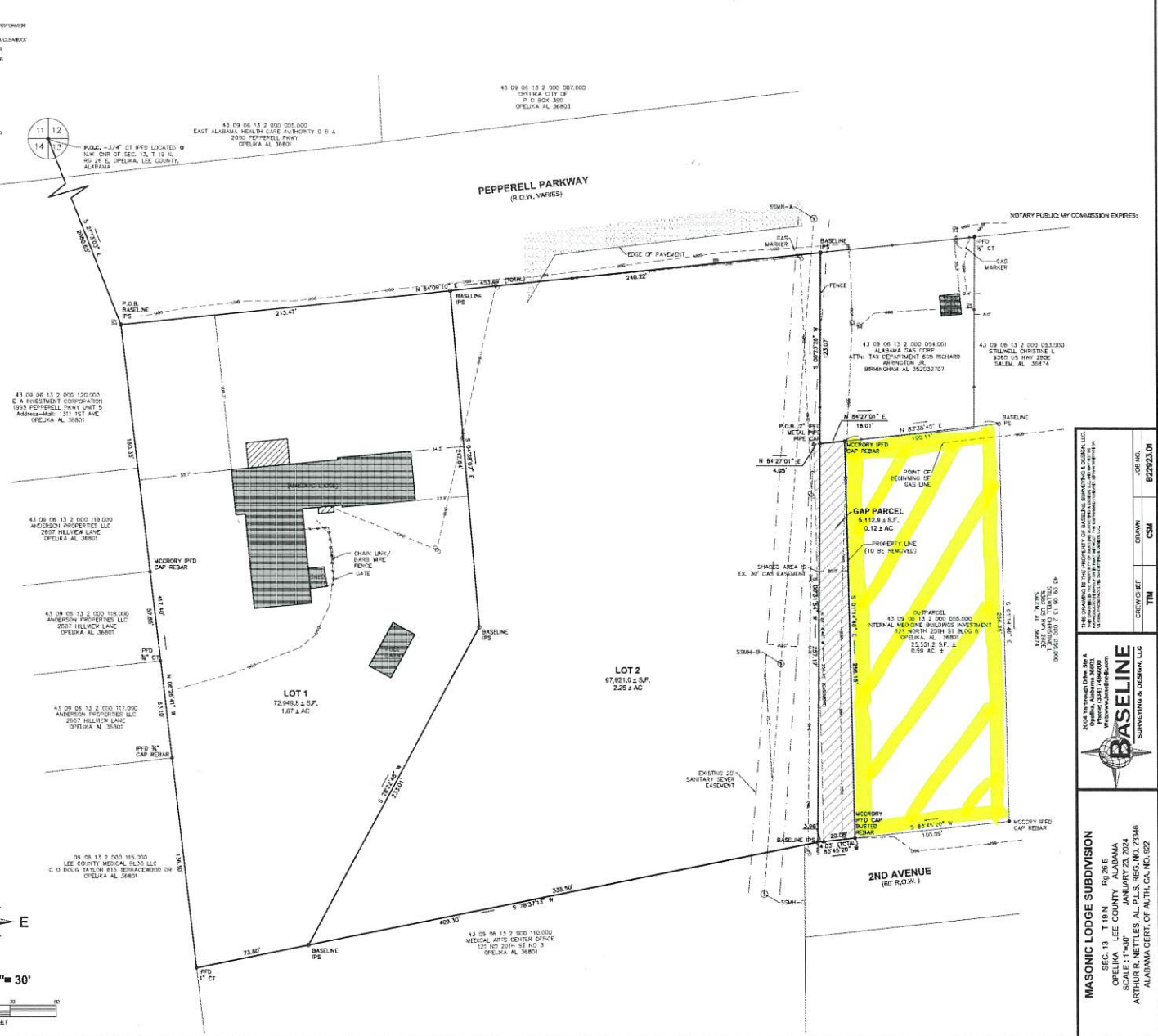
APPROVED BY THE OPELIKA UTILITIES BOARD, OPELIKA, ALABAMA:
OPELIKA UTILITIES BOARD: _____ DATE: _____

REMOVED IN FAVOR OF OPELIKA POWER SERVICES, OPELIKA, ALABAMA:
OPELIKA POWER SERVICES: _____ DATE: _____



SCALE: 1"=30'

SCALE IN FEET



THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & CONSULTING, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. ANY OTHER USE IS STRICTLY PROHIBITED.
DATE: 01/23/24
DRAWN BY: TMM
CHECKED BY: CSM
DATE: 01/23/24
JOB NO.: B23232.01

2024 Approved Date: 01/23/24
Opelika, Alabama 36801
www.baseline-surveying.com
www.nettles.com

BASELINE
SURVEYING & CONSULTING, LLC

MASONIC LODGE SUBDIVISION
SEC. 13, T. 19 N
LEE COUNTY, ALABAMA
OPELIKA, ALABAMA
SCHEMATIC PLAN, JANUARY 23, 2024
ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 192

1995 Pepperell Pkwy

Exhibit D

[See attached]

COMMERCIAL LEASE

This Commercial Lease (“Lease”) is made as of _____, (the “Effective Date”) by and between The East Alabama Health Care Authority, an Alabama non-profit corporation (“Landlord”), and the City of Opelika, Alabama, a municipal corporation (“Tenant”).

1. BASIC LEASE INFORMATION

A. Premises: That certain real property commonly known as Opelika Fire Station 2 located at 1990 Pepperell Parkway, Opelika, Alabama 36801, as described and depicted on **Exhibit A** attached hereto, together with all appurtenances, improvements and fixtures thereon (collectively, the “Premises”).

B. Term: Commencing on _____ the Effective Date (“Commencement Date”) and expiring upon the completion of construction of the new Opelika Fire Station No.2 or upon August 1, 2027, whichever is shorter; provided, however, that, to the extent necessary to accommodate for reasonably unforeseeable construction delays, Tenant shall have three options to extend the term 90 calendar days each by providing Landlord with no less than 60 days’ written notice of its intent to so extend..

C. Base Rent: TEN/100 US DOLLARS (\$10.00), per calendar month payable twelve (12) months in advance on the Commencement Date and annually thereafter.

D. Permitted Use: The lawful, continuous operation of a fire station by Tenant and for no other use or operation whatsoever.

E. Broker(s): Landlord and Tenant each represent and warrant to each other that neither has engaged any broker, agent or finder in connection with this Lease and that no commissions are owed to any such person as a result of Landlord’s or Tenant’s (as applicable) actions.

2. REPRESENTATIONS AND WARRANTIES

A. **Sale-Leaseback.** Tenant acknowledges it has owned/occupied/operated or otherwise has intimate knowledge of the Premises, and that this Lease is part of a sale-leaseback transaction conditioned upon approval by the EAHCA board, city ordinance and resolution, respectively.

B. **AS-IS CONDITION.** TENANT ACCEPTS THE PREMISES “AS-IS, WHERE-IS, WITH ANY AND ALL FAULTS AND DEFECTS” WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF LANDLORD OR ITS AGENTS, INCLUDING WITHOUT LIMITATION AS TO ZONING, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, CODE COMPLIANCE, STRUCTURAL CONDITION, MECHANICAL/PLUMBING/ELECTRICAL SYSTEMS, OR ENVIRONMENTAL CONDITION (INCLUDING HAZARDOUS

MATERIALS). Tenant has had full opportunity to inspect, investigate, and conduct due diligence, and relies solely on its own investigations and knowledge of prior ownership and occupancy of the Premises.

C. **Waiver of Claims.** Tenant waives all claims against Landlord for the condition of the Premises, latent, patent or otherwise.

D. **No Landlord Work; No Delivery Standards.** Landlord shall have no obligation to perform any work, improvements, or build-out, or to deliver the Premises in any particular condition. Further, Landlord shall have no obligation to perform any repair, maintenance, renovation, or other work in connection with the Premises, it being understood and agreed that Tenant shall be solely responsible for all repairs, maintenance, and related responsibilities.

3. RENT; ADDITIONAL RENT

A. **Net Lease.** In addition to Base Rent, Tenant shall reimburse Landlord within thirty (30) days after demand therefor all costs and expenses relating to any and all (collectively, "Additional Rent"): (i) intentionally omitted; (ii) assessments (private or public) levied or otherwise assessed against the Premises or any portion thereof (collectively, "Assessments"); (iii) any ad valorem taxes and special assessments which apply (collectively, "Taxes"); (iv) any taxes payable on any sum payable hereunder (collectively, "Rental Taxes"); and (v) any other sum payable by Tenant to Landlord as set forth in this Lease.

B. **Payment.** Unless otherwise indicated in writing by Landlord, all sums payable to Landlord hereunder shall be delivered at the Landlord's address as set forth in Section 21. All payments made hereunder shall be made without setoff or deduction. Landlord may accept the partial payment of any sum owed without waiving its right to collect the balance thereof.

C. **Late Charge/Interest.** If any payment is more than 5 days late, Tenant shall pay a late charge of 10% of the overdue amount plus interest at the lesser of 18% per annum or the maximum rate allowed by law.

4. TAXES AND ASSESSMENTS

Tenant shall timely pay all lawfully imposed taxes, assessments (special or otherwise), betterments, public charges, governmental fees, and similar exactions attributable to all personal property located on or about the Premises for periods falling wholly or partly within the Term, including any rollback or recapture triggered by Tenant's use. In the event Tenant has not paid such taxes by the date that is 30 days prior to the same becoming delinquent, Landlord shall have the right, but not the obligation, to pay such sums and in the event of such payment, Tenant shall reimburse Landlord for such amount, plus interest at 18% per annum, as Additional Rent.

5. INSURANCE; WAIVER OF SUBROGATION; RISK OF LOSS

A. **Tenant's Insurance.** At Tenant's sole cost, Tenant shall maintain throughout the Term: (i) commercial general liability insurance with limits not less than \$2,000,000 per

occurrence and \$4,000,000 aggregate, naming Landlord and Landlord's designees as additional insureds; (ii) all risk/special form property insurance covering Tenant's personal property and trade fixtures at full replacement cost; (iii) worker's compensation insurance upon such forms and in such amounts as is required by applicable law; (iv) broad form property insurance insuring the Premises at full replacement value; and (v) such other insurance as may be reasonably requested by Landlord from time to time. All such policies shall have commercially reasonable deductibles, be written by insurance companies licensed to do business in the State of Alabama. The commercial property policy shall have an AM Best Rating of at least A++XV and the commercial general liability policy shall be carried by the Alabama Municipal Insurance Corporation which currently has an AM Best Rating of B++VII or a replacement with an AM Best Rating no less than B++VII.

B. **Certificates; Endorsements.** Prior to occupancy and annually upon renewal, Tenant shall deliver ACORD certificates and copies of required endorsements. Such policies shall carry such endorsements as are necessary to ensure that all additional insureds receive no less than 30 days' notice prior to termination, lapse or reduction in coverage thereunder.

C. **Waiver of Subrogation.** To the extent the same does not invalidate any insurance required hereunder, Landlord and Tenant mutually waive subrogation to the extent permitted by their respective insurance policies.

D. **Risk of Loss.** Tenant bears the risk of loss for the Premises and assumes all risks associated with its occupying and/or operating from the Premises.

6. INTENTIONALLY OMITTED.

7. USE; COMPLIANCE; HAZARDOUS MATERIALS

A. **Permitted Use.** Tenant shall only use the Premises for the Permitted Use in §1, in compliance with all applicable laws, rules, regulations, covenants, restrictions, and insurance requirements. Tenant shall not cause or permit any nuisance or similar offensive activity, any overloading of floors/mechanical systems, or illegal or immoral use.

B. **Compliance.** Tenant shall, at its sole cost, comply with all applicable laws, rules, and regulations including building, fire, life safety, ADA/Accessibility, historic preservation, and any special codes applicable to former fire stations (e.g., apparatus bay modifications, egress, alarms, sprinklers).

C. **Hazardous Materials.** Tenant shall not cause or permit any hazardous materials to be brought upon, stored within, or otherwise used on or about the Premises or any portion thereof except to the extent the same is customary for the Permitted Use and in compliance with all applicable laws. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, liabilities, damages, costs, and expenses (including attorneys' fees) arising from or related to any violation of this Section 7(C), including pre-existing conditions to the extent the same are exacerbated or disturbed by Tenant or its parties and to the extent permitted by the laws of the State of Alabama. Tenant shall promptly perform any investigation, monitoring, reporting,

and remediation required by law arising from Tenant's activities. De minimis cleaning supplies are permitted if stored and otherwise handled lawfully.

D. **Prior Use Acknowledgement.** Tenant acknowledges the Premises' historic use as a fire station may include residual contaminants (e.g., petroleum, firefighting foam residues (PFAS), diesel exhaust, and related byproducts). Landlord makes no representation regarding such conditions. Tenant is responsible, at its cost, for any studies it deems necessary (Phase I/II, asbestos/lead surveys, etc.) and any compliance triggered by its intended use, except to the extent a condition is solely caused by Landlord after the Commencement Date.

8. MAINTENANCE AND REPAIRS; CAPITAL ITEMS

Tenant, at its sole cost, shall continue to maintain and make necessary repairs to any and all portions of the Premises which shall permit its continuous use as a fire station during the lease term. Tenant shall keep the Premises neat, clean, and safe condition. No duty rests on Landlord to make any repairs or replacements (whether structural, nonstructural or otherwise). Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord in broom clean condition that is substantially similar to the condition upon which the Premises existed as of the Commencement Date, subject, however, to ordinary wear and tear.

9. UTILITIES AND SERVICES

Tenant shall contract and pay directly for all utilities and services (water, sewer, gas, electricity, telecom, refuse, snow/ice, janitorial, security/monitoring), including any connection, capacity, or impact fees, that it requires. Tenant shall timely pay for all utilities it procures. Landlord shall not be liable or otherwise responsible for any interruption to any utility serving the Premises.

10. ALTERATIONS; FIXTURES; SIGNAGE

A. **Alterations.** Tenant may not perform any alteration to the Premises without the prior written consent of Landlord. In the event Landlord consents to any such work, Tenant shall timely pay any and all sums owed in connection with such work and shall provide Landlord with full and unconditional lien waivers. Tenant shall not cause or permit the filing of any lien (including, without limitation, mechanic's and materialmen's) against the Premises or any portion thereof. Any and all such improvements are not provided for the benefit of Landlord and Tenant shall ensure that each contractor, subcontractor and materialman know that they have no right to file any lien against the Premises or any portion thereof. In the event any such lien is filed, Tenant shall cause the same to be discharged within 10 days of its filing, failing which and Landlord shall have the right, but not the obligation, to discharge the same and any and all sums paid by Landlord in connection therewith together with interest at 18% per annum shall be payable by Tenant as Additional Rent.

B. **Ownership.** All alterations which are or have become fixtures of the Premises during the lease term, become Landlord's property upon expiration or termination of this Lease; provided, however, that Tenant reserves the right, title and ownership in and to those certain items listed on Exhibit B attached hereto and made a part hereof; (collectively, the "Tenant's Property").

Tenant shall promptly repair any and all damage caused to the Premises by the removal of any of the Tenant's Property, which obligations shall survive the expiration or earlier termination of this Agreement. In the event any of the Tenant's Property remains on or about the Premises ten days following the expiration or earlier termination of this Lease, such remaining Tenant's Property shall be deemed as-is, irrevocably abandoned by Tenant and the property of Landlord and Landlord shall be entitled to exercise all rights of ownership over such abandoned Tenant's Property (including, without limitation, removing and disposing of the same at Tenant's sole cost and expense).

C. **Signs.** Except for signs installed prior to the Commencement Date, Tenant shall not cause or permit any signage to be displayed or installed without the prior written consent of Landlord.

11. ASSIGNMENT AND SUBLETTING

Neither Tenant nor Landlord shall assign this Lease, sublet, or transfer possession without a written agreement to do so. Any approved transfer does not release Tenant unless Landlord expressly agrees. Any attempted assignment, sublet or transfer in violation of this section shall be null and void.

12. RESERVED.

13. INDEMNITY; LIMITATION OF LANDLORD LIABILITY

A. **Tenant Indemnity.** To the extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's agents, contractors, affiliates, and employees from any and all claims, liabilities, damages, costs, and expenses (including attorneys' fees) arising from or related to (i) the condition, use, occupancy, or operation of the Premises, (ii) Tenant's breach of this Lease, or (iii) any act/omission of Tenant or its guests, agents, contractors, invitees, or employees, except to the extent solely caused by Landlord's gross negligence or willful misconduct.

B. **Exculpation.** Landlord shall have no personal liability and Tenant shall look solely to Landlord's interest in the Premises for satisfaction of any claim. Nothing in this section shall be construed or interpreted as conveying any interest in the Premises to Tenant, it being understood and agreed that the sole intent of this section is to provide for the limited recourse of Tenant in the event of any judgment related to the Premises or this lease received against Landlord shall be limited to Landlord's interest in the Premises.

14. CASUALTY

A. **Notice; Restoration.** Tenant shall promptly notify Landlord of any casualty. Tenant, at its cost, shall diligently restore the Premises (including structural elements) to substantially the condition existing immediately before the casualty, subject to code upgrades. Insurance proceeds shall be applied to restoration.

B. **Rent Abatement/Termination.** Tenant shall not be entitled to any rent abatement for any period in which the Premises are damaged by casualty or any other remedy. If restoration is impracticable or cannot reasonably be completed within 90 days after casualty (despite diligent efforts), either party may terminate upon no less than 60 days' notice to the other party.

15. CONDEMNATION

If a taking materially impairs access or materially interferes with Tenant's use, either party may terminate by providing no less than 15 days' notice to the other party. Otherwise, Tenant shall promptly restore the Premises at its expense and Tenant shall not be entitled to any rent abatement. All condemnation awards belong to Landlord, except Tenant may claim relocation costs to the extent not diminishing Landlord's award.

16. DEFAULTS; LANDLORD REMEDIES

A. **Tenant Defaults.** The following constitute as a default: (i) failure to pay any sum when due, (ii) failure to perform any non-monetary obligation within 30 days after notice, (iii) abandonment, (iv) bankruptcy, insolvency, transfer for the benefit of creditors, or any similar events, (v) an attempted transfer of this Lease or any interest therein without Landlord's consent, (vi) failure to maintain such insurance as is required by this Lease.

B. **Remedies.** Upon any Tenant default, Landlord may: (i) terminate this Lease and recover possession by providing 30 days' notice; (iii) exercise self-help to perform Tenant obligations at Tenant's expense; (iv) recover all legal fees, costs, and expenses incurred in connection with such default; and (v) exercise any other right or remedy available to Landlord by law or equity.

C. **Landlord default.** Upon any Landlord default, Tenant may: (i) terminate this Lease and rescind the sale/leaseback agreement, maintain possession of the leased premises and set-aside the property exchange agreement by providing 30 days' notice; recover all legal fees, costs, and expenses incurred in connection with such default; and (ii) exercise any other right or remedy available to Tenant by law or equity.

17. HOLDOVER

In the event Tenant holds over after the expiration or termination of this Lease and without an agreed-upon renewal before the expiration of the current lease term, there shall be a tenancy at sufferance and Tenant shall owe Landlord, as liquidated damages base rent in the amount equal to \$100.00 for each 30 day period (or portion thereof) after such termination or expiration together with such other Additional Rent as is otherwise payable hereunder; provided, however, that it is understood that such liquidated damages are not payable in connection with Tenant's exercise of an option as set forth in Section 1(B) above. Tenant agrees that determining Landlord's damages would be difficult and this liquidated sum is reasonable.

18. ACCESS

Landlord and its agents may enter the Premises on reasonable notice (or immediately in emergencies) to inspect, show to lenders or buyers, post notices, or exercise Landlord's rights

19. RULES; PARKING

Tenant shall comply with any and all lawful rules adopted by Landlord. Tenant is responsible for the safe operation and control of any driveway, apparatus bay areas formerly used by fire equipment and for compliance with traffic and egress codes.

20. INTENTIONALLY OMITTED

21. NOTICES

All notices must be in writing and delivered by (i) personal delivery, (ii) certified mail/return receipt, or (iii) nationally recognized overnight courier, to the addresses below:

Landlord: The East Alabama Health Care Authority
2000 Pepperell Parkway
Opelika, Alabama 36801
Attention: Legal Department

Tenant: The City of Opelika
204 South 7th Street
Opelika, AL 36801
Attention: Mayor

Notice is effective upon (i) receipt, refusal, or (iii) two business days after being deposited with the United States Postal Service or nationally recognized overnight courier with all postage prepaid, whichever is earlier.

22. MISCELLANEOUS

A. **No Waiver; Cumulative Remedies.** No waiver is valid unless in writing. All of Landlord's remedies are cumulative.

B. **Severability.** In the event that any provision of this Lease is held to be invalid, such provision shall be omitted from this Lease to the extent of such invalidity but the remaining portions of this Lease shall remain in full force and effect.

C. **Entire Agreement; No Reliance.** This Lease and its Exhibits are the entire agreement between the parties pertaining to the subject matter hereof. Tenant does not rely on any statement not expressly set forth herein.

D. **Amendments.** No amendment shall be valid unless it is in writing and is signed by the party against whom enforcement is sought.

E. **Time of the Essence.** Time is of the essence in the performance of all of the conditions and obligations set forth herein.

F. **Governing Law; Waiver of Jury Trial.** This Lease shall be governed by the laws of Alabama. Each party hereby waives trial by jury in connection with any dispute pertaining to this Lease.

H. **Counterparts; Electronic Signatures.** This Lease may be signed in one or more counterparts, each of which shall constitute as an original. The parties may execute and/or deliver this agreement by electronic means, and the parties hereto agree that any such electronic and/or delivery shall not affect the validity of this Lease.

I. **Force Majeure.** Neither party shall be liable for, nor shall either party be deemed in default of this Lease for, any delay or failure in performing any of its obligations (except for the payment of Rent or any other monetary obligations) to the extent such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, fire, flood, storm, earthquake, explosion, war, terrorism, civil commotion, uncivil commotion, labor disputes, workforce or union strikes, governmental delays or restrictions, epidemics, plagues, pandemics, hurricanes, tornadic storms, public health emergencies, famine, economic collapse, or the inability to obtain labor, materials, or services despite commercially reasonable efforts to do so. The affected party shall provide the other party with prompt written notice of the force majeure event and shall use commercially reasonable efforts to resume performance as soon as practicable. Any deadlines or performance periods shall be extended for the duration of the force majeure event.

J. **Regulatory Compliance.** In the event either party determines that this Lease violates any applicable law, rule, regulation or binding order, the parties agree to negotiate in good faith terms of a new agreement which will make this lease lawful and reasonably continue to permit the city of Opelika to operate a fully-functional fire department for the benefit of the citizens of said city. In the event that, notwithstanding such good faith efforts, the parties fail to reach an agreement on how to amend this Lease to become lawful within one-hundred twenty (120) days, either party may terminate this Agreement by providing no less than forty-five days' notice to the other and this Lease shall terminate as of the date specified in such termination notice.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed as of the ____ day of _____, 2026.

[SIGNATURE PAGE FOLLOWS]

LANDLORD:

The East Alabama Health Care Authority

By: _____
Name: _____
Its: _____

{SEAL}

TENANT:

The City of Opelika, Alabama

By: _____
Name: Eddie Smith
Its: Mayor

{SEAL}

Exhibit A

A parcel of land located at 1990 Pepperell Parkway, Opelika, Lee County, Alabama, situated in Section 13, Township 19 North, Range 26 East, as recorded in Deed Book 1671 Page 279 Lee County Probate records and being more particularly described as follows:

Commencing at the northwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, thence South $30^{\circ}41'34''$ East to the True Point of Beginning of the Parcel of Land herein described, thence South $73^{\circ}09'13''$ East a distance of 318.21 feet, thence South $00^{\circ}49'$ West a distance of 199.86 feet to the northerly right of way line of Pepperell Parkway, thence, along said right of way line, South $84^{\circ}42'50''$ West a distance of 272.39 feet, thence, leaving said right of way line, North $05^{\circ}29'27''$ West a distance of 318.58 feet to the True Point of Beginning of the Parcel of Land herein described and containing 1.7 acres, more or less.

Subject to all easements, rights-of-way, restrictions and covenants of record.

**SURVEY OF
CITY OF OPELIKA FIRE STATION
1900 PEPPERELL PARKWAY
SEC. 13 T19N R26E
OPELIKA LEE COUNTY ALABAMA
SCALE 1" = 50' AUGUST 6, 1992
ALVA T. WEBB II L.S. ALA. REG. No. 11516**

STATE OF ALABAMA, LEE COUNTY

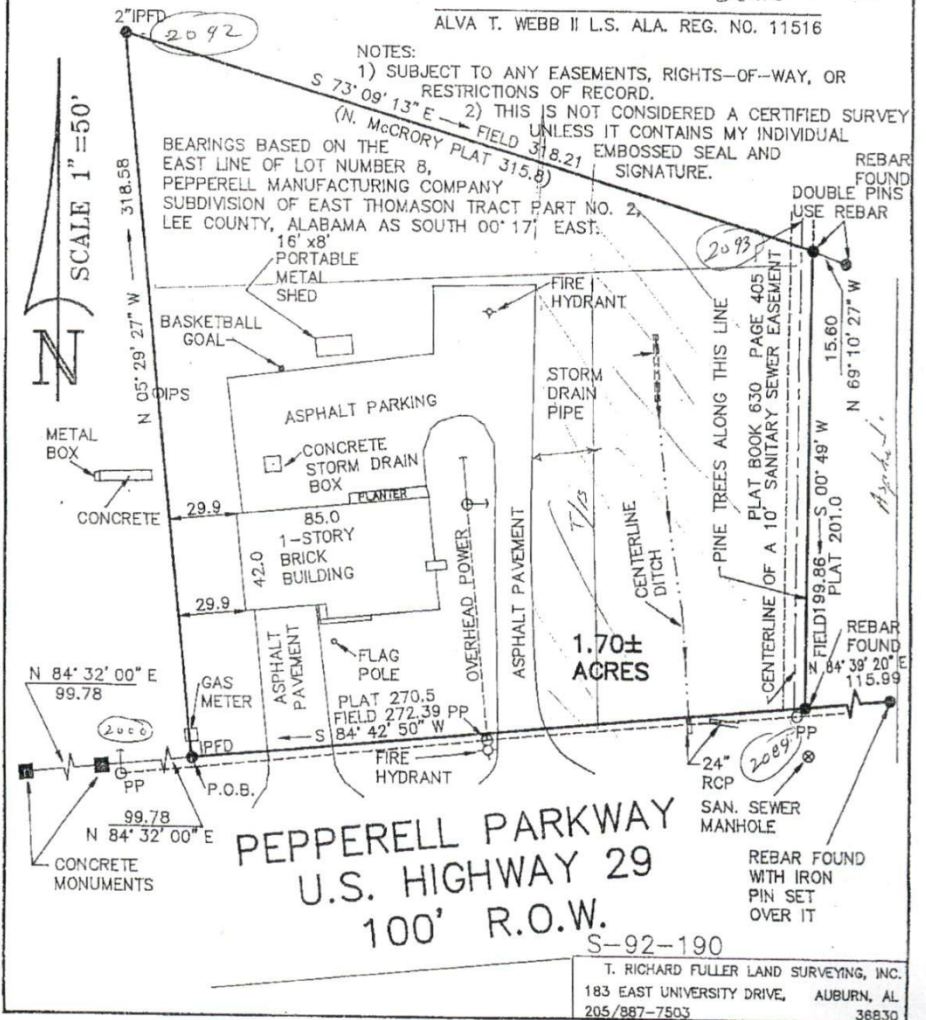
I, ALVA T. WEBB II, A REGISTERED LAND SURVEYOR OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA AND THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT PLAT OF THE ABOVE SAID PARCEL.

I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS, RIGHTS-OF-WAY, JOINT DRIVEWAYS, OR EASEMENTS (EXCEPT AS SHOWN) ON, OVER, OR ACROSS SAID LOT VISIBLE ON THE SURFACE, THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAPS AND THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

ACCORDING TO MY SURVEY THIS THE 6TH DAY OF AUGUST, 1992.

Scale 1"=50'

ALVA T. WEBB II L.S. ALA. REG. No. 11516



S-92-190
T. RICHARD FULLER LAND SURVEYING, INC.
183 EAST UNIVERSITY DRIVE, AUBURN, AL
205/887-7503 38630

Exhibit B

Tenant's Property

All personal property, city-owned vehicles, tools, supplies, furnishings, electronics, computers, printers, peripherals, hoses, pumps, generators, uniforms, hazmat suits, respirators, defibrillators, helmets, boots, ladders, portable fire and rescue equipment and medical supplies of Tenant which are not fixtures as of the expiration or earlier termination of the Lease.