



**CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
June 16, 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. Will Spivey from First Baptist Church of Opelika.
4. PLEDGE OF ALLEGIANCE
 1. Boy Scout Troop 11.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 06-16-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 06-02-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. City's Financial Summary Report for May 2026.
 2. May 2026 Monthly Building Summary Report.
 3. Recognize OPD for Earning Accreditation from the Alabama Association of Chiefs of Police (AACOP).
 4. Recognize Character Council Citizen of Excellent Character.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
 1. Public Hearing - Amend Zoning Ordinance & Map: 3400 Block Birmingham Hwy, 18.34 Acres, from R-4 to C-2, GC-P.

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA
 1. **General Business:** Request Downtown Street Closure - Brewzle Bourbon Festival on 08-28 and 08-29-26.
 2. **Resolution:** Expense Reports from Various Departments.
 3. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
 4. **Resolution:** Purchase - One (1) 2026 Ford Explorer - PLAN (\$39,012).
 5. **Resolution:** Accept Public Infrastructure and Utilities of Village at Waterford Phase 4A Subdivision - ENG.
 6. **Resolution:** Adoption of the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan - PW.
 7. **Resolution:** Approve Lump Sum RSA Payment to Retirees - HR (\$78,405).
 8. **Resolution:** Request for Approval of a Special Use Permit by Verizon Wireless at 2404 Frederick Road.
12. GENERAL BUSINESS
13. AWARDING OF BIDS
14. RESOLUTIONS
15. ORDINANCES
 1. Amend Zoning Ordinance & Map: 3400 Block Birmingham Hwy, 18.34 Acres, from R-4 to C-2, GC-P - 1st Reading.
 2. Approve a Franchise Agreement with Spectrum Southeast, LLC - 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 - Loyalty, a strong feeling of support or allegiance.
 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.

June 2, 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

Mr. Spivey provided the invocation.

1. Will Spivey from First Baptist Church of Opelika.

4. PLEDGE OF ALLEGIANCE

Mr. Jones led the Pledge of Allegiance.

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

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 06-02-26.

MOTION TO ADOPT THE 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

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

1. Minutes from the 05-19-26 council meeting.
President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Mr. Rauch made a motion to approve. Ms. Holmes 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. Upcoming Events on June 6, 2026.
Mayor Smith reminded everyone of multiple events happening on Saturday, June 6, 2026, in Opelika.

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

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

1. Public Hearing - Demolition - 500-A Martin Luther King Boulevard.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said demolition. No one came forward to speak. President Allen closed the public hearing.
2. Public Hearing - Demolition - 500-B Martin Luther King Boulevard.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said demolition. No one came forward to speak. President Allen closed the public hearing.
3. Public Hearing - Weed Abatement Assessment - 500-A Martin Luther King Boulevard.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
4. Public Hearing - Weed Abatement Assessment - 500-B Martin Luther King Boulevard.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
5. Public Hearing - Weed Abatement Assessment - 1211 Magnolia Street.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.

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

None.

11. CONSENT AGENDA

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

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

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

RESULT: Passed

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

SECONDER: Councilwoman Ward 3 Leigh Whatley

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

NAYS: None

ABSTAIN: None

1. **General Business:** Request Downtown Street Closure - Juneteenth Celebration on 06-19-26.

APPROVED BY UNANIMOUS CONSENT

2. **Bid:** Robotic Turf Mowing System Lease and Repair/Service Agreement - PW (\$ as needed).

RESOLUTION NO. 116-26

APPROVED BY UNANIMOUS CONSENT

3. **Bid:** Waverly Parkway and Dunlop Drive Intersection Improvements - ENG (\$1,222,586).

RESOLUTION NO. 117-26

APPROVED BY UNANIMOUS CONSENT

4. **Resolution:** Expense Reports from Various Departments.

RESOLUTION NO. 118-26

APPROVED BY UNANIMOUS CONSENT

5. **Resolution:** Purchase - Tasers, Related Equipment & Training - Sole Source - OPD (\$688,879).

RESOLUTION NO. 119-26

APPROVED BY UNANIMOUS CONSENT

6. **Resolution:** Approve MOU with U.S. Army Garrison, Fort Benning for Career Skills Program - ED.

RESOLUTION NO. 120-26

APPROVED BY UNANIMOUS CONSENT

7. **Resolution:** Special Appropriation to GEMS Empowered for Juneteenth Celebration (\$2,000).

RESOLUTION NO. 121-26

APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Demolition - 500-A Martin Luther King Boulevard.

RESOLUTION NO. 122-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 3 Leigh Whatley

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

2. Demolition - 500-B Martin Luther King Boulevard.

RESOLUTION NO. 123-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

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

SECONDER: Councilwoman Ward 3 Leigh Whatley

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

NAYS: None

ABSTAIN: None

3. Weed Abatement Assessment - 500-A Martin Luther King Boulevard.

RESOLUTION NO. 124-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 3 Leigh Whatley

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

4. Weed Abatement Assessment - 500-B Martin Luther King Boulevard.

RESOLUTION NO. 125-26

MOTION TO APPROVE: 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

5. Weed Abatement Assessment - 1211 Magnolia Street.

RESOLUTION NO. 126-26

MOTION TO APPROVE: UNANIMOUS

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

15. ORDINANCES

16. APPOINTMENTS

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

Henrietta Snipes of 2300 Lafayette Parkway spoke first. Ms. Snipes thanked the city for its continued support of the annual Juneteenth Celebration.

Sue Ellen Tallakson of 910 David Street spoke next. Ms. Tallakson spoke against potential data centers being allowed to be located in Opelika.

Tessa Tallakson of 1102 Renfro Avenue spoke next. Ms. Tallakson also spoke against potential data centers in Opelika.

Dustin Howard of 1102 Renfro Avenue spoke last. Mr. Howard also spoke against potential data centers in Opelika.

18. ADJOURN

The City Council meeting minutes of June 2, 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 - Loyalty, a strong feeling of support or allegiance. President Allen read the character trait of the month and asked for a motion to adjourn.
2. Motion to Adjourn.

MOTION TO ADJOURN: UNANIMOUS

RESULT: Passed

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

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

The council meeting ended at 06:21 pm.



BUILDING INSPECTIONS

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5151
www.opelika-al.gov

Monthly Permits for May 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	4	21
Plumbing Upgrades	0	1
Electrical Upgrades	1	6
Mechanical Upgrades	2	9
Reroofs And Roof Repairs	0	18
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	12

Monthly Totals for May

2015	\$	13,413,519.00
2016	\$	5,351,562.00
2017	\$	5,538,628.00
2018	\$	29,752,101.00
2019	\$	9,824,483.97
2020	\$	5,065,469.10
2021	\$	14,187,731.70
2022	\$	22,901,797.03
2023	\$	15,489,075.75
2024	\$	12,634,533.99
2025	\$	12,954,511.50
2026	\$	33,208,788.95

Total Permits Issued

1	New Buildings: Commercial	\$	9,235,000.00
15	Commercial Renovations And Repairs	\$	1,881,087.24
0	Signs	\$	-
98	New Single Family Homes	\$	21,274,598.00
35	Residential Repairs And Renovations	\$	818,103.71
	New Apartment Units		
	New Duplex Residences		

149

Total Permits for May 2026

\$ 33,208,788.95

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector

May 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	22	55
Plumbing Upgrades	6	23
Electrical Upgrades	15	78
Mechanical Upgrades	15	66
Reroofs And Roof Repairs	6	93
Mobile Home Services	0	21
Building Additions/Accessory Structures	6	45

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	\$ 254,938,005.65

Total Permits Issued:

20	New Buildings: Commercial	\$ 61,116,008.33
52	Commercial Renovations And Repairs	\$ 23,108,774.49
24	Signs	\$ 339,132.13
609	New Single Family Homes	\$ 135,450,460.00
214	Residential Repairs And Renovations	\$ 6,701,883.70
215	New Apartment Units	\$ 28,061,747.00
4	New Duplex Residences	\$ 160,000.00

1,138

Permit Total Issued for FY 2026

\$ 254,938,005.65

Jeff Kappelman
Chief Building Inspector



Monthly Permit Detail

Jeff Kappelman, Chief Building Official

\$ 33,193,788.95 Total Valuation

Permits Details

Issue Date	Work Class	Address	Company Name	Valuation
5/1/2026	Roofs	2802 Pine Knoll St	PREFERRED ROOFING	\$ 9,000.00
5/2/2026	New Single Family Detached	763 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$ 369,143.00
5/2/2026	New Single Family Detached	771 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$ 337,329.00
5/5/2026	New Single Family Attached	2400 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$ 369,984.00
5/5/2026	Roofs	1012 Fitzpatrick Ave	SUPERIOR ROOFING CO	\$ 26,275.00
5/5/2026	New Single Family Attached	3330 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3326 Hamlet Dr	Liberty Communities	\$ 144,350.00
5/5/2026	New Single Family Attached	3322 Hamlet Dr	Liberty Communities	\$ 136,350.00
5/5/2026	New Single Family Attached	3318 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3314 Hamlet Dr	Liberty Communities	\$ 144,350.00
5/5/2026	New Single Family Attached	3310 Hamlet Dr	Liberty Communities	\$ 144,350.00
5/5/2026	New Single Family Attached	3306 Hamlet Dr	Liberty Communities	\$ 136,350.00
5/5/2026	New Single Family Attached	3302 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3229 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3225 Hamlet Dr	Liberty Communities	\$ 136,350.00
5/5/2026	New Single Family Attached	3221 Hamlet Dr	Liberty Communities	\$ 144,350.00
5/5/2026	New Single Family Attached	3213 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3209 Hamlet Dr	Liberty Communities	\$ 136,350.00
5/5/2026	Roofs	2805 Samantha Ln	IAM ROOFING LLC	\$ 26,681.58
5/5/2026	New Single Family Attached	3205 Hamlet Dr	Liberty Communities	\$ 144,350.00
5/5/2026	New Single Family Attached	3201 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3387 Hamlet Dr	Liberty Communities	\$ 139,350.00
5/5/2026	New Single Family Attached	3383 Hamlet Dr	Liberty Communities	\$ 136,350.00
5/5/2026	New Single Family Attached	3379 Hamlet Dr	Liberty Communities	\$ 144,350.00
5/5/2026	New Single Family Attached	3375 Hamlet Dr	Liberty Communities	\$ 144,350.00

Monthly Permit Detail

5/5/2026	New Single Family Attached	3371 Hamlet Dr	Liberty Communities	\$	139,350.00
5/5/2026	New Single Family Attached	3367 Hamlet Dr	Liberty Communities	\$	136,350.00
5/5/2026	New Single Family Attached	3363 Hamlet Dr	Liberty Communities	\$	144,350.00
5/5/2026	New Single Family Attached	3359 Hamlet Dr	Liberty Communities	\$	139,350.00
5/5/2026	New Single Family Attached	3353 Hamlet Dr	Liberty Communities	\$	139,350.00
5/5/2026	New Single Family Attached	3349 Hamlet Dr	Liberty Communities	\$	136,350.00
5/5/2026	New Single Family Attached	3345 Hamlet Dr	Liberty Communities	\$	144,350.00
5/5/2026	New Single Family Attached	3341 Hamlet Dr	Liberty Communities	\$	144,350.00
5/5/2026	New Single Family Attached	3333 Hamlet Dr	Liberty Communities	\$	136,350.00
5/5/2026	New Single Family Attached	3329 Hamlet Dr	Liberty Communities	\$	144,350.00
5/5/2026	New Single Family Attached	3325 Hamlet Dr	Liberty Communities	\$	139,350.00
5/6/2026	New Single Family Detached	727 Ski Spray Pt	ADAMSON CONSTRUCTION GROUP LLC	\$	650,000.00
5/6/2026	Roofs	110 Southview Ln	IAM ROOFING LLC	\$	26,411.44
5/6/2026	New Single Family Attached	3337 Hamlet Dr	Liberty Communities	\$	139,350.00
5/6/2026	New Single Family Attached	3217 Hamlet Dr	Liberty Communities	\$	144,350.00
5/6/2026	New Single Family Detached	2023 Como Way	STONE MARTIN BUILDERS	\$	251,191.00
5/6/2026	New Single Family Detached	2439 Lake Shadow Ln	STONE MARTIN BUILDERS	\$	270,851.00
5/6/2026	New Single Family Detached	2322 Lake Shadow Ln	STONE MARTIN BUILDERS	\$	291,264.00
5/6/2026	New Single Family Detached	1042 Como Way	STONE MARTIN BUILDERS	\$	183,377.00
5/6/2026	New Single Family Detached	2197 Brock Dr	STONE MARTIN BUILDERS	\$	390,237.00
5/6/2026	New Single Family Detached	2346 Lake Shadow Ln	STONE MARTIN BUILDERS	\$	239,830.00
5/7/2026	New Single Family Detached	720 Ski Spray Pt	BC STONE HOMES, LLC	\$	704,999.00
5/8/2026	Addition	2211 Lakeview Dr	CLS CONSTRUCTION	\$	24,000.00
5/8/2026	Addition	1808 Walnut Hill Ln	PYTHOGE LLC	\$	116,473.82
5/8/2026	New Single Family Detached	2578 Arlee Ave	DRB Village at Waterford	\$	144,234.00
5/8/2026	New Single Family Detached	2572 Arlee Ave	DRB Village at Waterford	\$	216,481.00
5/8/2026	New Single Family Detached	2566 Arlee Ave	DRB Village at Waterford	\$	232,674.00
5/8/2026	New Single Family Detached	2560 Arlee Ave	DRB Village at Waterford	\$	246,763.00
5/9/2026	Addition	804 Towne Lake Pkwy	AUBURN DECK CO LLC	\$	33,944.16
5/11/2026	Roofs	705 Veterans Pkwy	DYNAMIC RESTORATIONS	\$	8,835.53

Monthly Permit Detail

5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 1000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 2000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 3000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 4000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 5000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 6000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 8000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/11/2026	New Single Family Detached	2536 Arlee Ave	DRB Village at Waterford	\$	311,256.00
5/11/2026	New Single Family Detached	3398 Quail Cv	CONNOR BROTHERS CONSTRUCTION	\$	310,736.00
5/12/2026	Roofs	214 Camellia Ave	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	14,865.41
5/12/2026	New Single Family Detached	2542 Arlee Ave	DRB Village at Waterford	\$	170,016.00
5/12/2026	Roofs	600 Williamson Ave	ALPHA ROOFING	\$	16,500.00
5/12/2026	New Single Family Detached	2548 Arlee Ave	DRB Village at Waterford	\$	244,674.00
5/12/2026	Roofs	3515 Double Eagle Ln	RHINO ROOFING PROS LLC	\$	13,454.10
5/12/2026	Fire Alarm	2650 Frederick Rd Unit: Bldg 7000	CENTURY FIRE PROTECTION, LLC	\$	33,562.50
5/12/2026	Addition	1411 Rocky Brook Rd	AUBURN DECK CO LLC	\$	56,565.88
5/12/2026	New Single Family Detached	2530 Arlee Ave	DRB Village at Waterford	\$	307,390.00
5/12/2026	Roofs	314 Albright Rd	DYNAMIC RESTORATIONS	\$	13,966.02
5/12/2026	New Single Family Detached	2316 Lake Shadow Ln	STONE MARTIN BUILDERS	\$	327,877.00
5/12/2026	New Single Family Detached	2304 Lake Shadow Ln	STONE MARTIN BUILDERS	\$	238,978.00
5/12/2026	New Single Family Detached	2310 Lake Shadow Ln	STONE MARTIN BUILDERS	\$	270,851.00
5/13/2026	Roofs	1900 Waverly Pkwy Unit: A	TAYLOR ROOFING & GENERAL CONTRACTING, LLC	\$	4,500.00
5/13/2026	Roofs	305 Overlook Dr	SUPERIOR ROOFING CO	\$	21,365.00
5/14/2026	Alteration	1820 Bull Durham St	MR. POOL LLC	\$	28,000.00
5/14/2026	Swimming Pool	1829 Morning Glory Dr	MR. POOL LLC	\$	50,600.00
5/14/2026	Swimming Pool	1633 Honeycomb Dr	MR POOL LLC	\$	52,200.00
5/14/2026	New Single Family Detached	2994 Wyrndham Way	EDGAR HUGHSTON BUILDER INC	\$	414,001.00
5/14/2026	New Single Family Detached	2954 Edith Ann Ln	DAVIDSON HOMES LLC	\$	247,111.00
5/15/2026	New Single Family Detached	5860 Wigdon Rd	MRL ENTERPRISES LLC	\$	509,000.00
5/15/2026	New Single Family Detached	3517 Dickson Place Dr	JP GENERAL CONTRACTORS, LLC	\$	240,785.00

Monthly Permit Detail

5/16/2026	New Single Family Attached	1041 Hunters Way	Holland Homes	\$	147,186.00
5/16/2026	New Single Family Attached	1037 Hunters Way	Holland Homes	\$	143,106.00
5/16/2026	Accessory Buildings	1895 Morning Glory Dr	NICK'S WOODWORK	\$	9,000.00
5/16/2026	New Single Family Detached	258 Summer St	Holland Homes	\$	195,152.00
5/18/2026	Roofs	2906 Lafayette Pkwy	DOUG HORN ROOFING CO LLC	\$	6,950.00
5/19/2026	New Single Family Attached	3426 Hamlet Dr	Liberty Communities	\$	136,350.00
5/19/2026	New Single Family Attached	3410 Hamlet Dr	Liberty Communities	\$	136,350.00
5/19/2026	New Single Family Attached	3364 Hamlet Dr	Liberty Communities	\$	139,350.00

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, June 16, 2026, at 6:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. _____

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

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

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

From a R-4 District (Medium Density Residential District) to a C-2, GC-P District (Office/Retail, Gateway Corridor Primary District), the parcel of land hereinafter described:

Commencing at the southeast corner of Section 10, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, said point being the true point of beginning of the parcel of land herein described; thence North 89 degrees 33 minutes 13 seconds West, 1287.10 feet; thence North 89 degrees 34 minutes 35 seconds West, 1130.53 feet; thence North 17 degrees 21 minutes 00 seconds East, 174.07 feet; thence South 72 degrees 39 minutes 00 seconds East, 300.00 feet; thence North 17 degrees 21 minutes 00 seconds East, 600.00 feet to the southwesterly right-of-way line of U.S. Highway

No. 280; thence, along said right-of-way line, South 72 degrees 45 minutes 23 seconds East, 1989.23 feet; thence, leaving said right-of-way line, South 0 degrees 24 minutes 51 seconds East, 78.10 feet to the true point of beginning. Containing 18.35 acres; Being further shown as Parcel F.

The above-described property contains 18.34 acres, more or less, and is located in the 3400 Block of Birmingham Highway (approximately 1500 feet from the Veterans Parkway and U.S. Highway 280 Intersection), Opelika, Lee County, Alabama

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

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

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

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

WITNESS my hand this the 21st day of May, 2026.

/s/ Russell A. Jones, MMC

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER
Opelika Observer
223 S 8th Street
Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the May 21, 2026, issue of your paper.

/s/ Russell A. Jones, MMC

CITY CLERK

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: Alex Srednoselac

Title with Organization: Business Manager/Event Manager

Organization Name: Brewzle / Carter's Hope Foundation

Contact Phone: 219-309-5966

Contact Email: sred@brewzle.com

Mailing Address: PO Box 209, Opelika, AL 36803

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

EVENT INFORMATION

Event Name: Brewzle Fest 2026

Event Date: 08/29/2026 Event Time: 12pm to 9pm

Type of Event: Whiskey Festival

Event Description: Annual whiskey festival featuring craft distilleries and whiskey brands from across the United States. The event includes whiskey vendors, vendor booths, educational experiences, live entertainment, and food vendors for attendees 21 and older.

Event Location Requested:

Courthouse Square Downtown Streets Other Location

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

1. N 7th Street between 1st Ave and S Railroad Ave. 2. N Railroad Ave between N 7th St. to the N 6th Street overhead bridge.

Event Time to include set up and break down: 6:00 am to 11:59 pm

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?
Tents, tables, chairs, metal barricades, signage

How many trash cans will you need? 24-30

of anticipated attendees: Estimated 1,200 to 1,500

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, Alex Srednoselac (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 27 day of May, 2026.

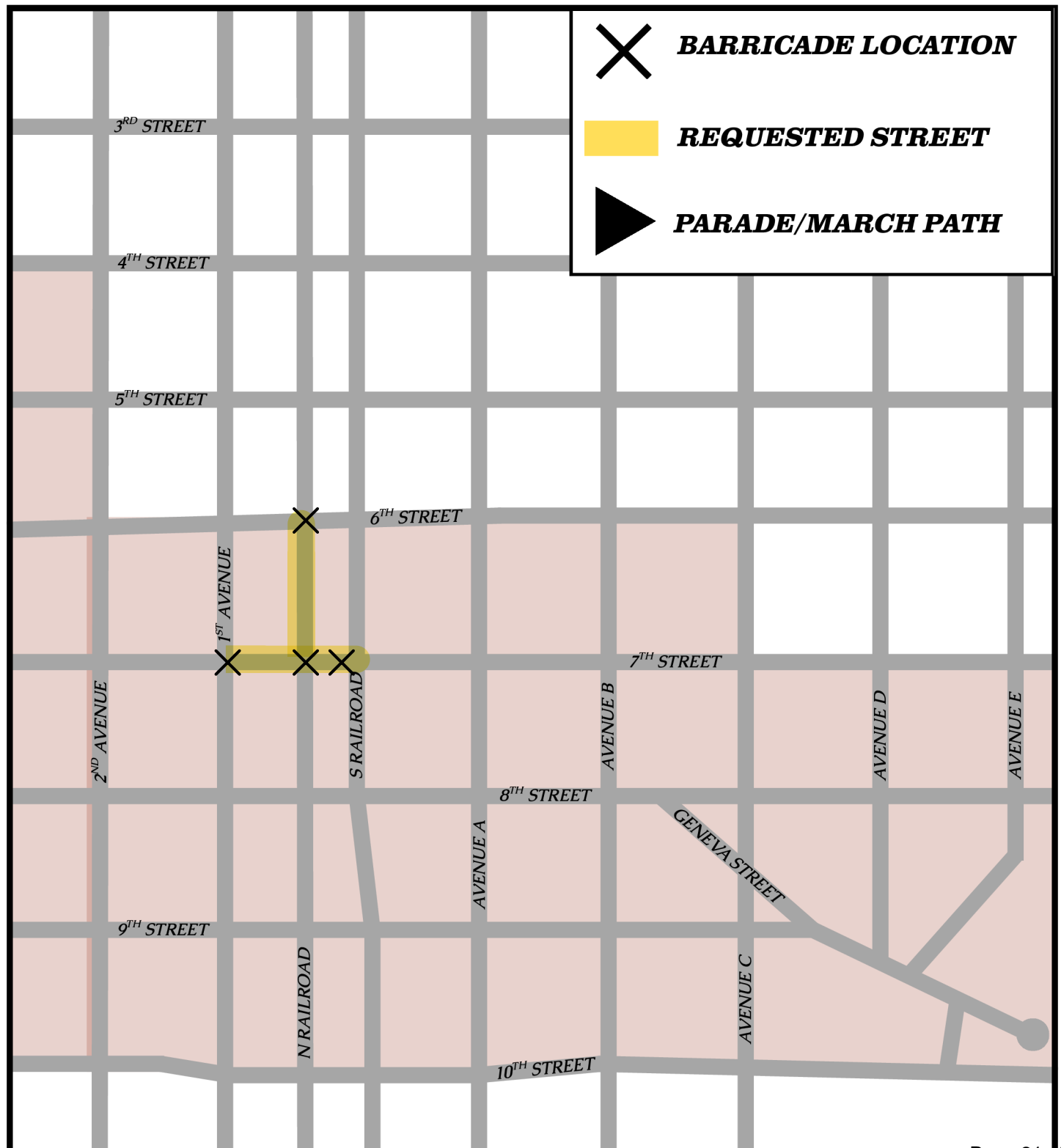
Alex Srednoselac
Name of Requestor/Releasor

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



Re: Request for Street Closure

As part of the Brewzle Fest, we respectfully request the closure of the streets identified in this application, beginning Friday, August 28, 2026, at 5:00 PM CT, and continuing into Saturday, August 29, 2026, until 11:59 PM CT.

The early closure is requested to allow sufficient time for event setup, including vendor load-in, tent installation, staging, fencing, signage, safety infrastructure, and other event-related preparations necessary to ensure a safe and successful festival experience for attendees, vendors, and the community.

Additionally, we are requesting the closure of North 7th Avenue from South Railroad Avenue to the railroad crossing. This request is being made as a safety measure to prevent confusion for motorists who may otherwise travel across the railroad tracks and encounter a dead end or festival barricades, requiring them to turn around in close proximity to the tracks. The festival perimeter will be barricaded at the intersection of North 7th Avenue and North Railroad Avenue, preventing festival attendees from accessing the railroad crossing area while also eliminating unnecessary vehicle traffic near the tracks. Closing this section of roadway will help provide a safer environment for attendees, motorists, and railroad operations throughout the event.

All streets requested for closure will remain accessible to emergency personnel as needed, and event staff will coordinate with the City of Opelika and public safety officials to ensure proper traffic control measures are in place throughout the closure period.

We appreciate the City's consideration of this request and look forward to hosting a safe and successful event in downtown Opelika.



Alex Srednoselac
Business Manager and Event Manager
Brewzle Fest 2026

Re: Downtown Impact Statement

Brewzle Fest is expected to have a positive impact on the downtown Opelika community by bringing visitors, vendors, and regional attention into the downtown district. The event will encourage festival attendees to explore local restaurants, retail shops, bars, hotels, and other nearby businesses before, during, and after the festival.

By hosting the festival downtown, the event helps showcase Opelika as a welcoming destination for tourism, entertainment, and community gatherings. Increased foot traffic can provide meaningful exposure for local businesses, introduce new visitors to the downtown area, and create opportunities for future return visits.

The festival will also provide a structured and professionally managed event environment that supports the interests of nearby residents and businesses. Event staff will coordinate with city officials, public safety personnel, vendors, and downtown stakeholders to help minimize disruption, maintain safe access where needed, and ensure the event is conducted responsibly.

Overall, the Brewzle Fest is intended to support downtown Opelika by promoting local commerce, strengthening community engagement, and highlighting the character and hospitality of the city's downtown district.



Alex Srednoselac
Business Manager and Event Manager
Brewzle Fest 2026



June 9, 2026

RE: Downtown Street Closure Request: Brewzle

Opelika Main Street supports this Downtown Street Closure request from Brewzle for their event on August 29, 2026. We also support their request to close the requested area on August 28, 2026, at 5 p.m.

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 -----
Lillie Finley	Purchasing/Revenue	\$ 363.23
Courtney Ross	Purchasing/Revenue	\$ 363.23

- 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

5/30/2026

NAME

Lillie Finley

DEPARTMENT

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 5/24/26												0.00
MON 5/26/26												0.00
TUE 5/27/26	Opelika, AL to Orange Beach, AL					176.90						176.90
WED 5/27/26												0.00
THU 5/28/26												0.00
FRI 5/29/26	Orange Beach, AL to Opelika, AL					186.33						186.33
SAT 5/30/26												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	363.23	0.00	0.00	0.00	0.00	0.00	363.23

WEEKLY TOTAL EXPENSES **363.23**

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
6

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
ACCMA Summer Conference

METHOD OF REIMBURSEMENT
 DEDUCT FROM MY ADVANCE MAIL TO _____

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/26/26	244 Miles at .72.5	176.90
5/29/26	257 Miles at 72.5	186.33

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agree To P.O. <u>DS</u>	
	Ext. Verified _____	
	Footing Verified _____	
	Inv. Price Bio Price _____	
	OK To Pay _____	
	NO # verified _____	

Employee-Lillie Finley
Purchasing-Revenue

Lillie Finley
SIGNATURE

[Signature]
APPROVED BY

EXPENSE REPORT

NAME

Courtney Ross

DEPARTMENT

Purchasing/Revenue

PERIOD ENDING

5/30/2026

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 5/24/26												0.00
MON 5/25/26												0.00
TUE 5/26/26	Opelika, AL to Orange Beach, AL					176.90						176.90
WED 5/27/26												0.00
THU 5/28/26												0.00
FRI 5/29/26	Orange Beach, AL to Opelika, AL					186.33						186.33
SAT 5/30/26												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	363.23	0.00	0.00	0.00	0.00	0.00	363.23

WEEKLY TOTAL EXPENSES **363.23**

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

NUMBER OF DAYS AWAY FROM HOME
4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
ACCMA Summer Conference

METHOD OF REIMBURSEMENT
 DEDUCT FROM MY ADVANCE
 MAIL TO _____

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/26/26	244 Miles at .725	176.90
5/29/26	257 Miles at .725	186.33

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Courtney Ross

Signature *Courtney Ross*

Department Head _____

City Administrator *[Signature]*

Agreed To P.O.
 Accepted, Verified
 Exp. Verified
 For All Prices, Big Price
 In Or To Pay Price
 Ok To Pay
 A/C # Verified

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2007 Ford Ranger Pickup	87002483
2.	1	Ea.	2011 Ford F250	87002764
3.	1	Ea.	2013 Ford F250	87002955

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, the Planning Department desires to purchase one (1) 2026 Ford Explorer with certain options utilizing State of Alabama contract #T191; and

WHEREAS, Stivers Ford Lincoln is the State of Alabama contract vendor for the 2026 Ford Explorer;

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 Stivers Ford Lincoln utilizing the State of Alabama contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Stivers Ford Lincoln in the amount of \$39,012.00.
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

2026 FORD EXPLORER -- STATE CONTRACT T191 S539

CONTRACT NUMBER: 220000003128-3

CONTRACT AMOUNT: \$37,525

MODEL SERIES

K8D

ORDER CODE 100A

Utility Vehicle - Ford Explorer Four Wheel Drive Active 100A Equipped w/ 2.3L EcoBoost I-4 Engine, 10-Speed Transmission, Manual Liftgate, 17.9 Gallon Gas Tank, Class III Trailer Tow Package, 6-Way Power Driver's Seat, 4-Way Manual Passenger Seat, & 18" Silver Painted Aluminum Wheels w/ P255/65R18 All Season BSW Tires

ACTIVE 100A - BASE

K8D	Explorer Active 100A 4WD Model	\$ 37,525	<input checked="" type="checkbox"/>
8H	Unique Cloth Space Gray Seats	NC	<input checked="" type="checkbox"/>
K7D	Explorer Active 200A 2WD Model	\$ 35,905	<input type="checkbox"/>
8H	Unique Cloth Space Gray Seats	NC	<input type="checkbox"/>

ACTIVE 200A

K8D	Explorer Active 200A 4WD Model	\$ 39,981	<input type="checkbox"/>
8H	Unique Cloth Space Gray Seats	NC	<input type="checkbox"/>
K7D	Explorer Active 200A 2WD Model	\$ 38,061	<input type="checkbox"/>
8H	Unique Cloth Space Gray Seats	NC	<input type="checkbox"/>
68A	Active Comfort Package - Available with Active 200A Only Includes: ActiveX Seating, 8 Way Power Passenger Seat, 2nd Row HVAC Controls, LED Fog Lamps LED Signature Lighting, Remote Starting System, & Heated Steering Wheel	\$ 3,145	<input type="checkbox"/>

FORD FACTORY OPTIONS & STIVERS DEALER INSTALLED OPTIONS

76U	Spare Tire, Wheel, & Jack Kit (Deletes Standard Tire Inflator & Sealant Kit)	\$ 400	<input checked="" type="checkbox"/>
17U	2nd Row Bench Seats (Standard is 2nd Row Captain's Chairs)	NC	<input type="checkbox"/>
ST1	Daytime Running Lamps	\$ 45	<input type="checkbox"/>
ST1	4-Corner LED Stobes - White Front / Amber Rear (Dealer Installed)	\$ 699	<input checked="" type="checkbox"/>
KEY	2 Extra Keys (Dealer Installed)	\$ 665	<input type="checkbox"/>
FM2	All-Weather Floor Mats (Dealer Installed)	\$ 189	<input checked="" type="checkbox"/>
CM2	Cargo Mat (Dealer Installed)	\$ 199	<input checked="" type="checkbox"/>

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	NC	<input type="checkbox"/>	A3	Space Silver	NC	<input type="checkbox"/>
UM	Agate Black	NC	<input type="checkbox"/>	AZ	Star White Metallic	\$ 795	<input type="checkbox"/>
JS	Iconic Silver	NC	<input type="checkbox"/>	K1	Vapor Blue	\$ 495	<input type="checkbox"/>
M7	Carbonized Gray	NC	<input checked="" type="checkbox"/>				

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Delivery Address: _____

TOTAL VEHICLE (Required) \$ 39,012

Customer: CITY OF OPELIKA
Contact: _____
Phone: _____
Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required) _____

PURCHASE ORDER NUMBER: (Required) _____

QUANTITY **1 UNIT**

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Public Comments

NA

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22 \(3\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each

- [Master_Agreement_V2 \(5\).pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

RESOLUTION NO. _____

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

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

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

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

1. That the City of Opelika hereby accepts dedication of the following streets inside the subdivision of Village at Waterford Phase 4A as well as all drainage culverts and sanitary sewer mains that serve the land parcels abutting those streets:

- Stokes Drive—ALL
- Jansen Avenue—ALL
- Lismore Drive extension from Arlee Avenue to the cul-de-sac

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

- Streets \$ 138,187.60
- Land \$ 53,250.00
- Site Work \$ 18,674.00
- Sanitary Sewer..... \$ 153,126.80
- Drainage Culverts .. \$ 82,165.60

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

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

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

ATTEST:

CITY CLERK

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2025-2030 DIVISION D (EAST ALABAMA REGIONAL) MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

WHEREAS the Opelika City Council, recognizes the threat that natural hazards pose to people and property within the City of Opelika; and

WHEREAS Lee County, has prepared a multi-jurisdictional hazard mitigation plan, hereby known as the 2025-2030 Division D (East Alabama Regional) Multi-Jurisdictional Hazard Mitigation Plan on May 12, 2026 in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the 2025-2030 Division D (East Alabama Regional) Multi-Jurisdictional Hazard Mitigation Plan on May 12, 2026, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the city of Opelika from the impacts of future hazards and disasters; and

WHEREAS adoption by the OPELIKA city council, demonstrates its commitment to hazard mitigation, and achieving the goals outlined in the 2025-2030 Division D (East Alabama Regional) Multi-Jurisdictional Hazard Mitigation Plan.

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

1. That the 2025-2030 Division D (East Alabama Regional) Multi-Jurisdictional Hazard Mitigation Plan is hereby adopted on June 16, 2026.

2. That while content related to City of Opelika may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Opelika City Council to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

3. That the Mayor and/or President of the City Council are hereby authorized to take such actions as may be necessary or advisable to implement this Resolution.

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING ONE-TIME LUMP SUM ADDITION TO THE
RETIREMENT BENEFITS OF CERTAIN CITY RETIREES AND BENEFICIARIES OF
DECEASED RETIREES**

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

1. That the City of Opelika, through its governing authority, elects to come under the provisions of Section 2 of Act 608 of the Regular Session of the 2026 Legislature.
2. That the City of Opelika agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by Act No. 2026-608 for those eligible retirees and beneficiaries of deceased retirees of the City of Opelika with the aforementioned lump sum payment being paid in October 2026.
3. That all funds necessary to cover the cost of said one-time lump sum payment shall be paid from the unassigned fund balance of the general fund. The estimated amount of the aforesaid lump sum payment is \$78,405.00.
4. That the Mayor and the officers of the City are hereby authorized to take such actions as may be necessary or advisable to implement this Resolution.
5. That this Resolution shall take effect immediately upon its passage and adoption by the City Council.

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



LEGISLATIVE OFFICE
204 South 7th Street - P.O. Box 390
Opelika, Alabama 36803-0390
(p) 334-705-5110
(f) 334-705-5104
www.opelika-al.gov

RE: CERTIFICATION OF DOCUMENT(S)

I, Russell A. Jones, City Clerk of the City of Opelika, a municipal corporation, do hereby certify that the attached **RESOLUTION _____-26** along with any related attachment(s) and/or agreement(s) is a true and correct copy, duly approved and adopted by the Opelika City Council at a City Council meeting on the 16th day of June, 2026, and that said Resolution and any related attachment(s) and/or agreement(s) is on file in the office of the City Clerk, Opelika, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the ____ day of June, 2026.

{Seal}

Russell A. Jones, MMC
City Clerk
City of Opelika, Alabama



RESOLUTION NO. _____

WHEREAS, Verizon Wireless has requested to modify their equipment at an existing wireless telecommunication facility located at 2404 Frederick Road, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, Verizon Wireless has complied with City’s Ordinance No. 014-19 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Verizon’s customers in Opelika will benefit from improved service, and;

WHEREAS, the City’s consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the modification of Verizon’s equipment at this facility located at 2404 Frederick Road, which consists of a 115’ monopole tower;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon Wireless is hereby granted a Special Use Permit to modify their equipment at the wireless telecommunications facility located at 2404 Frederick Road. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. To prevent warehousing of permits or authorizations and to ensure the best service to the City’s residents as expeditiously as possible, the facility must be built, activated, and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon Wireless may petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.
2. Verizon Wireless must provide contractor information to CMS and to the city prior to request for issuance of the Building Permit.
3. Once Verizon Wireless has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon Wireless must notify the City’s consultant for all inspections.
4. At the completion of construction, Verizon Wireless must notify the City’s consultant and provide proof that all inspections have been satisfactorily completed, and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
5. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.
6. The provision of the Certificate of Completion for this work shall be a precondition for any future modifications of any kind by this carrier, at this facility.

ADOPTED and APPROVED this _____ day of _____, 2026.

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

ATTEST:

Russell A. Jones, MMC
City Clerk

ORDINANCE NO. _____

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

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

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

From a R-4 District (Medium Density Residential District) to a C-2, GC-P District
(Office/Retail, Gateway Corridor Primary District), the parcel of land hereinafter
described:

Commencing at the southeast corner of Section 10, Township 19 North, Range 26
East, in Opelika, Lee County, Alabama, said point being the true point of beginning
of the parcel of land herein described; thence North 89 degrees 33 minutes 13 seconds
West, 1287.10 feet; thence North 89 degrees 34 minutes 35 seconds West, 1130.53
feet; thence North 17 degrees 21 minutes 00 seconds East, 174.07 feet; thence South
72 degrees 39 minutes 00 seconds East, 300.00 feet; thence North 17 degrees 21
minutes 00 seconds East, 600.00 feet to the southwesterly right-of-way line of U.S.
Highway No. 280; thence, along said right-of-way line, South 72 degrees 45 minutes
23 seconds East, 1989.23 feet; thence, leaving said right-of-way line, South 0 degrees
24 minutes 51 seconds East, 78.10 feet to the true point of beginning. Containing
18.35 acres; Being further shown as Parcel F.

The above-described property contains 18.34 acres, more or less, and is located in the
3400 Block of Birmingham Highway (approximately 1500 feet from the Veterans
Parkway and U.S. Highway 280 Intersection), Opelika, Lee County, Alabama.

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

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

City of Opelika Planning Commission Report

Action Requested: Rezoning, 18.34 acres from R-4 to C-3, GC-P

Location of Property: 3400 block Birmingham Highway

Property Owner(s): Cannon Timber and Land, LLC
Mark Stroizer, authorized representative

Current Zoning: R-4 (medium-density residential)

Proposed Zoning: C-3, GC-P (general commercial, gateway corridor overlay-primary)

Existing Land Use: Undeveloped

Surrounding Zoning Districts

And Land Uses:	North	R-5	Undeveloped
	South	PUD, R-3, I-1	Single-family homes and Lee County Youth Development Center
	East	PUD	Single-Family homes
	West	R-4 and C-2, GC-P	The Reserve Apartments

Rezoning

The applicant is requesting to rezone 18.34 acres from R-4 to a C-3, GC-P (general commercial, Gateway Corridor Overlay) zoning district. The property is undeveloped. The proposed use is stated to be commercial on the application.

This property is unique on Birmingham Highway because it adjoins existing residential and institutional uses. The southeastern corner, fronting Birmingham Highway, directly adjoins nine single-family home lots in the Springs at Mill Lakes Subdivision. The rear portion is a large remainder parcel with a few sewer easements. The institutional use is the Lee County Youth Development Center. Across Birmingham Highway to the north is R-5 zoning and the Tree Top Apartments complex. To the west is a vacant parcel zoned C-2, GC-P, and The Reserve Apartment complex.

The 2040 Future Land Use Map shows this area as Mixed Use. Mixed Use is defined as a residential and commercial mix of uses. Rezoning to C-3, GC-P makes some uses outright allowed that might not be appropriate for the surrounding residential uses in place. Uses in a C-3 zone (allowed and conditional) that might not be suitable to adjoin a residence are a contractor's office with equipment yard, truck stop, truck fueling stations, truck and tractor sales, and many automobile uses.

A few parcels down from the subject property is the intersection of Birmingham Hwy and Veterans Parkway. This intersection on the South side is zoned C-2, GC-P. The planned uses here are commercial and residential. The zone of C-2, GC-P would be a more favorable choice to adjoin the existing residential communities to limit uses to office/retail type uses with less impacts to the adjacent residential and institutional uses.

The applicant has not shared any details about a specific commercial development for the rezoning property. The applicant is requesting a rezoning from an R-4 zone to a C-3, GC-P commercial zone; none of the adjacent properties are zoned C-3, GC-P. A rezoning to C-3, GC-P zone would open this section of Birmingham Highway to uses that could be of higher intensity.

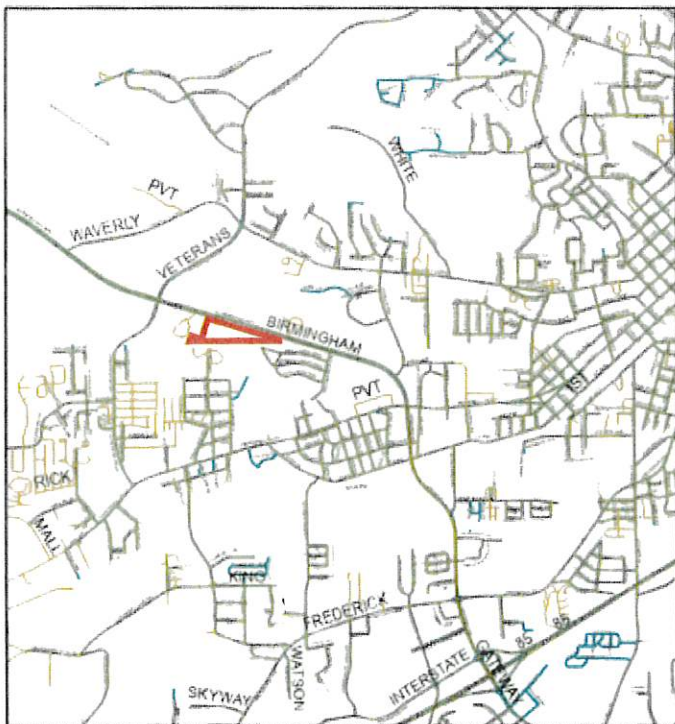
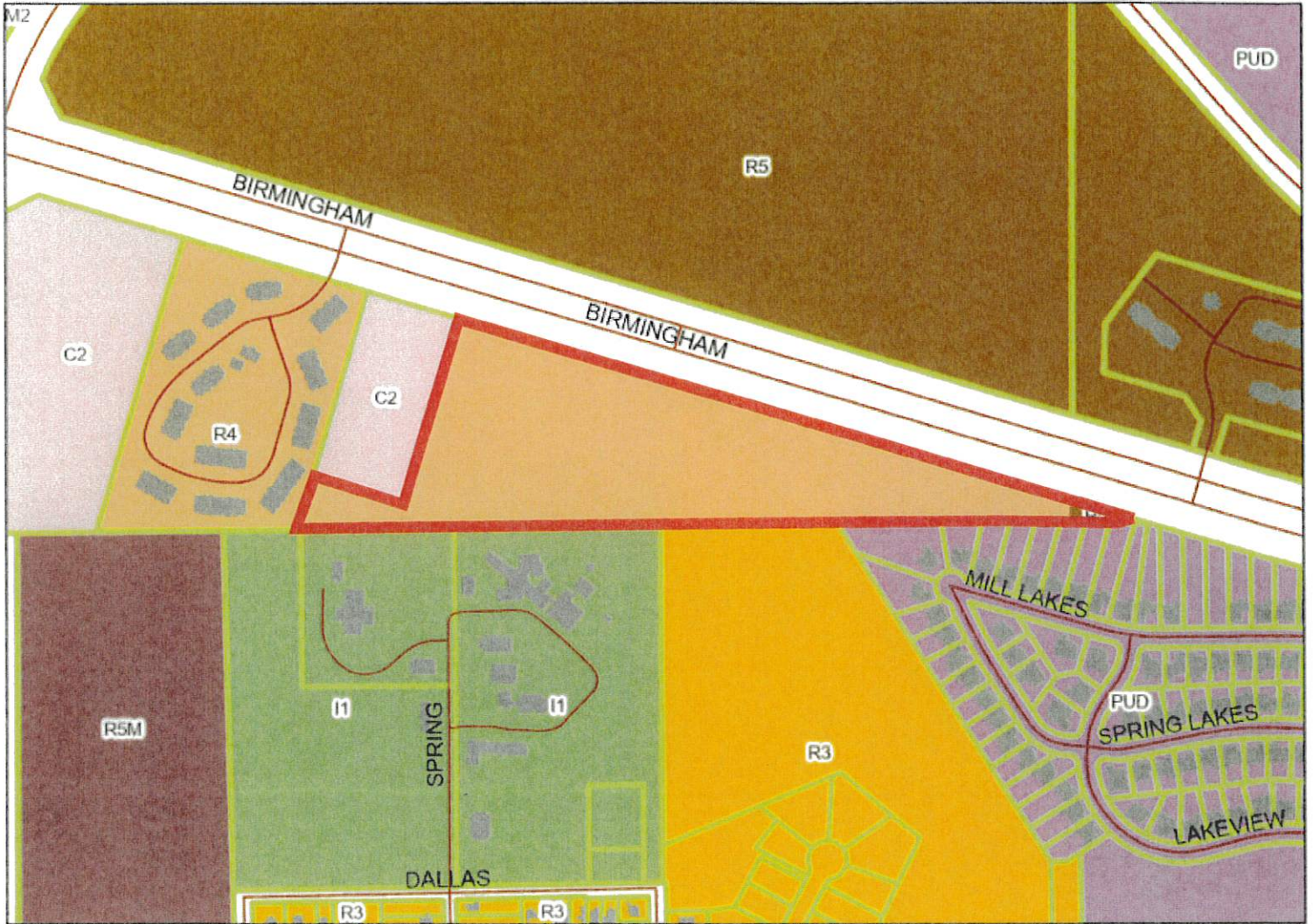
Staff Recommendation

Staff recommends a negative recommendation to rezone the property from R-4 to C-3, GC-P by the City Council. Because the 2040 Land Use Plan shows this area as mixed use, which is defined as a mix of residential and commercial uses. This designation would support a lesser zoning classification of C-2, GC-P.

If the applicant and Commission would like to move forward with C-2, GC-P zoning, that zoning would be supported by the mixed-use Future Land Use designation and similar zoning on the adjacent property.

At the April 28, 2026 meeting, the Planning Commission voted 5 to 0 to rezone the 18.35 acres from R-4 to C-2, GC-P.

**CANNON TIMBER & LAND REZONING
3400 BLOCK BIRMINGHAM HIGHWAY
R-4 TO C-3, GC-P**



The applicant is requesting rezoning 18.3 acres from R-4 to C-3, GC-P for commercial uses. The property is accessed from Birmingham Highway.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without verification by an independent professional qualified to verify such information.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING FRANCHISE AGREEMENT
BETWEEN SPECTRUM SOUTHEAST, LLC
AND THE CITY OF OPELIKA, ALABAMA**

WHEREAS, Spectrum Southeast, LLC, a Charter Communications (hereinafter referred to as “Spectrum”) owns and operates a fiber broadband network; and

WHEREAS, Spectrum and its affiliates desire to provide services, facilities and equipment in the corporate limits of the City of Opelika, Alabama (hereinafter referred to as the “City”) in order to provide its communications and cable-related services; and

WHEREAS, the City has the authority to grant the franchise for such use, to manage and control the rights-of-way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City and Spectrum have been in negotiations regarding the franchise agreement for the provision of fiber optic communications and cable-related services; and

WHEREAS, the City has considered the request of Spectrum and is desirous of granting a franchise agreement; and

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

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

Section 1. That the proposed Franchise Agreement to be entered into between the City and Spectrum, a copy of which is attached hereto as Exhibit “A”, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by the execution and delivery of said Franchise Agreement.

Section 2. That Spectrum may utilize the rights-of-way in the corporate limits of the City in order to provide its communications and cable-related services in accordance with and subject to the terms and conditions of the Franchise Agreement.

Section 3. That the Mayor is hereby authorized to execute and deliver said Franchise Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to affix the seal of the City to said Franchise Agreement and to attest the same.

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

Section 5. That the Franchise Agreement shall be effective in accordance with its terms.

Section 6. That the Ordinance shall take effect immediately upon its passage, adoption and publication as required by law.

Section 7. The City Clerk is hereby directed to publish this Ordinance, including the Franchise Agreement, in synopsis form in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama, pursuant to §11-45-8(b)(2), *Code of Alabama* (1975, as amended). Spectrum shall assume all publication costs with respect to the ordinance, including the Franchise Agreement, as such publication is required by law.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Opelika, Alabama hereinafter referred to as the “Grantor” and Spectrum Southeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along,

across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days’ written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	\$1,000,000 per occurrence C.S.L.

Umbrella Liability

\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities

located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545

10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
12. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.
13. **Notices, Miscellaneous.**
 - a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee

shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Opelika
P.O. Box 390
Opelika, AL 36803
Email: rjones@opelika-al.gov

Grantee: Charter Communications
Director, Government Affairs
151 London Parkway
Birmingham, AL 35211
Email: will.edwards@charter.com

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
- b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation

to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.

c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.

17. **Publication.** This ordinance shall be published in synopsis form in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama, pursuant to §11-45-8(b)(2), Code of Alabama. Grantee shall reimburse the City for the cost of publication as is required by §11-45-8(b)(5) of said code.

18. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ____ day of _____, 2026

City of Opelika, Alabama

Signature: _____

Name/Title: Eddie Smith, Mayor

Accepted this ____ day of ____, 2026, subject to applicable federal, state law.

Spectrum Southeast, LLC

By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____