



CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
July 7, 2026
TIME: 6:00 PM

1. A CALL TO ORDER
2. ROLL CALL
 1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
3. INVOCATION
 1. Mayor Eddie Smith.
4. PLEDGE OF ALLEGIANCE
 1. Boy Scout Troup 858.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 07-07-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 06-16-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
 1. Public Hearing - Weed Abatement Assessment - 606 Dogwood Avenue.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
11. CONSENT AGENDA
 1. **General Business:** Request Temporary Street Closure - Foundry UMC Bible School on 07-22 thru 07-24-26.
 2. **Bid:** Bridgewater Boulevard Construction - ENG (\$1,530,025).

3. **Bid:** Grade, Drain, Base & Pave Hi-Pack Drive - ENG (\$2,820,262).
4. **Bid:** Mill Village Roundabout and Roadway Improvement Project - ENG (\$3,339,029).
5. **Resolution:** Expense Reports from Various Departments.
6. **Resolution:** Purchase - Panasonic Hardware Management Service Agreement - IT (\$42,970).
7. **Resolution:** Purchase - Two-Way Radios and Related Equipment - OFD (\$71,260).
8. **Resolution:** Approve Amended Employment Contract with Patrick McCulloch - OPD.
9. **Resolution:** Approve Certain Tax Abatements and Exemptions for BS Logistics America, LLC - ED.
10. **Resolution:** Approve Certain Tax Abatements and Exemptions for Yongsan Automotive USA, Inc - ED.
11. **Resolution:** Approve Grant Application to FEMA for BRIC Grant related to North Park Sewer Improvements Project - PW.
12. **Resolution:** Approve Proposal from Hydro Engineering to Update Storm Water Management Plan - ENG (\$26,500).
13. **Resolution:** Approve ROW Acquisition Agreement for Sharp St and Sportsplex Pkwy Extension Projects - ENG.
14. **Resolution:** Special Appropriation to The Curtis House (\$1,500).
15. **Appointment:** Appoint Monty Newport to the Board of Zoning Adjustments (BZA). Existing Term expires 02-11-2027.

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

1. Weed Abatement Assessment - 606 Dogwood Avenue.
2. Approve Emergency Response, Rescue, and Ambulance Service Agreements - OFD.

15. ORDINANCES

1. Amend Zoning Ordinance & Map: 3400 Block Birmingham Hwy, 18.34 Acres, from R-4 to C-2, GC-P - 2nd Reading.
2. Approve Annexation Petition by Ernest Gunn, Jr., Armuriel Gunn Dumas, College Dade Gunn Holloway, and Mary Ann Gunn at 6571 U.S. Highway 431 N - 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 - Courage, mental or moral strength to venture, persevere, and withstand danger, fear, or difficulty.
 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 16, 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

Mayor Smith, President Allen, Ms. Holmes, Ms. Whatley, and Mr. Beams were present. Mr. Rauch was absent.

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

Boy Scout Troop 11 led the Pledge of Allegiance.

1. Boy Scout Troop 11.

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 06-16-26.

MOTION TO ADOPT THE AGENDA: 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

NAYS: None

ABSTAIN: None

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

1. Minutes from the 06-02-26 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. Ms. Holmes made a motion to approve. Ms. Whatley seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. City's Financial Summary Report for May 2026.
Mayor Smith stated that if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley or himself about it.
 2. May 2026 Monthly Building Summary Report.
Mayor Smith stated that if the council had any questions about the city's building report to ask Mr. Motley or himself about it.
 3. Recognize OPD for Earning Accreditation from the Alabama Association of Chiefs of Police (AACOP).
Mayor Smith invited Chief Clifton and Ashland Police Chief Joseph Stanford up front. Chief Stanford spoke about the process of becoming an accredited police department and then presented the certificate to Chief Clifton.
 4. Recognize Character Council Citizen of Excellent Character.
Mayor Smith then asked President Allen, members of the Character Council, and members of the Opelika Community Theatre's Penguin Project up front. President Allen then recognized all Mentors of the Penguin Project as the June 2026 Citizens of Excellent Character, spoke about why he chose them for the award, and how they exemplified the character trait of the month: Loyalty. Mayor Smith then read the certificate and presented it to each mentor.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
President Allen asked Mr. Jones to present the public hearing.
 1. Public Hearing - Amend Zoning Ordinance & Map: 3400 Block Birmingham Hwy, 18.34 Acres, from R-4 to C-2, GC-P.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said rezoning. No one came forward to speak. President Allen closed the public hearing.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
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: 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

NAYS: None

ABSTAIN: None

1. **General Business:** Request Downtown Street Closure - Brewzle Bourbon Festival on 08-28 and 08-29-26.
APPROVED BY UNANIMOUS CONSENT
2. **Resolution:** Expense Reports from Various Departments.
RESOLUTION NO. 127-26
APPROVED BY UNANIMOUS CONSENT
3. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
RESOLUTION NO. 128-26
APPROVED BY UNANIMOUS CONSENT
4. **Resolution:** Purchase - One (1) 2026 Ford Explorer - PLAN (\$39,012).
RESOLUTION NO. 129-26
APPROVED BY UNANIMOUS CONSENT
5. **Resolution:** Accept Public Infrastructure and Utilities of Village at Waterford Phase 4A Subdivision - ENG.
RESOLUTION NO. 130-26
APPROVED BY UNANIMOUS CONSENT
6. **Resolution:** Adoption of the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan - PW.
RESOLUTION NO. 131-26
APPROVED BY UNANIMOUS CONSENT
7. **Resolution:** Approve Lump Sum RSA Payment to Retirees - HR (\$78,405).
RESOLUTION NO. 132-26
APPROVED BY UNANIMOUS CONSENT
8. **Resolution:** Request for Approval of a Special Use Permit by Verizon Wireless at 2404 Frederick Road.
RESOLUTION NO. 133-26
APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinance.

1. Amend Zoning Ordinance & Map: 3400 Block Birmingham Hwy, 18.34 Acres, from R-4 to C-2, GC-P - 1st Reading.

FIRST READING: INTRODUCED

President Allen asked for a member of the council to introduce the ordinance.

Ms. Holmes introduced the ordinance.

16. APPOINTMENTS

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

Harold Whatley of 1104 Chewacla Road spoke first. Mr. Whatley expressed his concerns about possible data centers being located in Opelika.

Sue Ellen Tallakson of 910 David Street spoke last. Ms. Tallakson also expressed her concerns about possible data centers in Opelika.

18. ADJOURN

The City Council meeting minutes of June 16, 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: 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
NAYS:	None
ABSTAIN:	None

The council meeting ended at 06:25 pm.

To: MILFORD & NOVE RUFF
4031 ELDER LANE
TALLAHASSEE, FL 32303

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
606 Dogwood Ave, Parcel 43-10-04-18-3-001-080.000**

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 606 Dogwood Ave, Parcel No. 080.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above-described property is \$441.63

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 6:00 p.m. in the Municipal Court Building, 300 M L King Blvd Opelika, Alabama, on the 7th day of July 2026.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 25th day of June, 2026.

Cordero Nunn
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing-Revenue Manager
Robbie Treese – City Attorney



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 5/25/2026

To: MILFORD & NOVE RUFF
4031 ELDER LANE
TALLAHASSEE, FL 3230

Parcel # 10-04-18-3-001-080.000

On 5/13/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 6/10/2026 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: \$ 420.48

Certified Mail:	\$ 20.88
Regular Mail:	\$ Click or tap here to enter text.
Total:	\$ 441.36



TEMPORARY STREET CLOSURE REQUEST APPLICATION

The Opelika City Clerk is responsible for assisting organizations and individuals in making **street closure requests that fall outside of the Opelika Main Street District** (map attached). We will guide you through the application process prior to it being submitted to the Opelika City Council for final approval.

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

(334) 705-5110

rjones@opelika-al.gov

204 South 7th Street

Opelika, AL 36801

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

Before submitting your request, please note the following:

- Requests should be made at least 30 days in advance and no sooner than three months before the event.
- The impact of your request on businesses, city services, and other events will be taken into account when reviewing your application.
- If your event involves Courthouse Square or a downtown (within the Opelika Main Street District), you will need to contact Opelika Main Street at director@opelikamainstreet.org.
- Submission of this application is not a guarantee of approval.
- Final approval is made by the Opelika City Council.
- **You are responsible for notifying all business that will be affected by road closure. Failure to do so may cause denial of future applications.**

The following information is required to complete this application:

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

#1 - Event Contact Information

Organization/Individual making this request

Foundry United Methodist Church

Point of Contact for this request

- Name (First/Last) Elizabeth Mason
- Daytime Tel. # 251-454-2224
- Email Address eliz1mason@gmail.com
- Mailing Address 929 Ski Spray Point

#2 - Event Details

- What is the date of your event? 7-22-26 thru 7-24-26
 - Time your event starts (CST) 8:45 am
 - Time your event ends (CST) 12:00 pm
 - Time of set up and barricade block (CST) 8:45
 - Anticipated number of participants 30-40
 - Event Type: Bible School
 - How many extra garbage cans do you need? 2
- You are required to get extra cans.**

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

2nd Ave - Between 26th St & 27th St

#2 - Event Details (cont'd)

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

YES

NO

☐☒

Will anyone be selling anything at your event? (Food, merchandise, etc.)

☐☒

Will you use a PA system or have any music at your event?

☐☒

Will your event involve any fireworks, confetti, streamers, powder, etc.?

☐☒

Will your event have any signage, banners, etc.?

☒☐

Do you have sufficient volunteers for your event?

☒☐

Will your event have any temporary structures, stages, tents, inflatables etc.?

☒☐

You have contacted all businesses affected by the road closure.

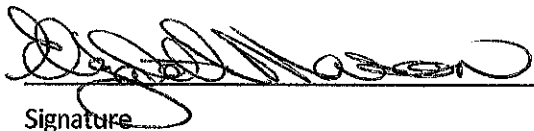
☐☒

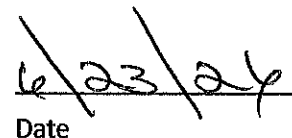
Will you have food trucks at your event?

#3 - Statement of Responsibility

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

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


Signature


Date



RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Bridgewater Boulevard Construction for the Engineering Department; and

WHEREAS, JLD Enterprises LLC submitted the low bid meeting specifications; and

WHEREAS, funding for this contract is coming from the appropriate account;

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

1. That the contract be awarded to JLD Enterprises LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to JLD Enterprises LLC in the amount of \$1,530,025.89.
3. That the Mayor be authorized to execute all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26023 – We are asking the Council to approve a contract for Bridgewater Boulevard Construction Project

FACTS:

- Bid opening date – 6/23/26
- User Department – Engineering
- The bid was mailed to 16 vendors
- 8 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to JLD Enterprises LLC for their low bid meeting specifications in the amount of \$1,530,025.89.

BID# 26023 DATE: 6/23/26 DEPT: ENGINEERING			16 VENDORS INVITED	
DESCRIPTION: BRIDGEWATER BOULEVARD CONSTRUCTION				8 BIDS RECEIVED
VENDOR	TOTAL	ADD/DEDUCT	GRAND TOTAL	TERMS
AGX SITEWORX/EAC ENTERPRISES LLC	\$ 2,271,500.00	--	--	--
ALEXANDER CONTRACTING CO INC				
BAILEY-HARRIS CONSTRUCTION CO INC				
CB&A PROJECT MGMT SVCS LLC	\$ 2,592,108.67	--	--	--
D & J ENTERPRISES				
EAST ALABAMA PAVING CO INC				
EVERGREEN SITEWORKS LLC	\$ 1,983,595.00	--	--	--
GAMBLE WINTER CONSTRUCTION LLC				
JA SMITH LLC				
JCC				
JLD ENTERPRISES LLC	\$ 1,530,025.89	--	--	--
ROBINSON PAVING CO				
SDAC				
TOLAND CONSTRUCTION LLC				
WARR GRADING CONTRACTOR INC				
WS NEWELL & SONS INC				
Southern Contractors LLC	\$ 1,683,000.00	--	--	--
S. A. Graham Co., Inc.	\$ 2,150,005.00	\$ 300,000.00	\$ 2,450,005.00	--
ACAI (Adams Construction)	\$ 2,016,856.47	--	--	--
Hudmon Construction	\$ 1,561,236.14	--	--	--

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Grade, Drain, Base & Pave Hi-Pack Drive for the Engineering Department; and

WHEREAS, AGX Siteworx submitted the low bid meeting specifications; and

WHEREAS, funding for this contract is coming from the appropriate account;

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

1. That the contract be awarded to AGX Siteworx on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to AGX Siteworx in the amount of \$2,820,262.00.
3. That the Mayor be authorized to execute all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26021 – We are asking the Council to approve a contract for Grade, Drain, Base & Pave Hi-Pack Drive

FACTS:

- Bid opening date – 6/23/26
- User Department – Engineering
- The bid was mailed to 16 vendors
- 6 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to AGX Siteworx for their low bid meeting specifications in the amount of \$2,820,262.00.

BID# 26021 DATE: 6/23/26 DEPT: ENGINEERING			16 VENDORS INVITED	
DESCRIPTION: GRADE, DRAIN, BASE & PAVE HI-PACK DRIVE				6 BIDS RECEIVED
VENDOR	TOTAL	ALT BID TOTAL	TERMS	
AGX SITEWORX/EAC ENTERPRISES LLC	\$ 2,820,262.00	--		
ALEXANDER CONTRACTING CO INC				
BAILEY-HARRIS CONSTRUCTION CO INC				
CB&A PROJECT MGMT SVCS LLC				
D & J ENTERPRISES	\$ 3,303,413.00	--		
EAST ALABAMA PAVING CO INC				
EVERGREEN SITEWORKS LLC				
GAMBLE WINTER CONSTRUCTION LLC				
JA SMITH LLC				
JCC				
JLD ENTERPRISES LLC	\$ 2,831,169.85	--		
ROBINSON PAVING CO				
SDAC				
TOLAND CONSTRUCTION LLC				
WARR GRADING CONTRACTOR INC				
WS NEWELL & SONS INC				
S. A. Graham Co., Inc.	\$ 3,588,775.50	--		
ACAI (Adams Construction and Associates, Inc.)	\$ 3,120,480.06	--		
Hudmon Construction	\$ 3,546,339.67	--		

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Mill Village Roundabout and Roadway Improvement Project for the Engineering Department; and

WHEREAS, AGX Siteworx submitted the low bid meeting specifications; and

WHEREAS, funding for this contract is coming from the appropriate account;

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

1. That the contract be awarded to AGX Siteworx on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to AGX Siteworx in the amount of \$3,339,029.00.
3. That the Mayor be authorized to execute all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

FACT SHEET

SUBJECT: Sealed Bid #26022 – We are asking the Council to approve a contract for Mill Village Roundabout and Roadway Improvement Project

FACTS:

- Bid opening date – 6/23/26
- User Department – Engineering
- The bid was mailed to 17 vendors
- 4 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to AGX Siteworx for their low bid meeting specifications in the amount of \$3,339,029.00.

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 -----
Robin Smith	Community Relations	\$ 537.96

- 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

Robin D. Smith

DEPARTMENT

Community Relations

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			
SUN												0.00
MON 5/4/26	Opelika to New Orleans					268.98						268.98
TUE												0.00
WED												0.00
THU												0.00
FRI 5/8/26	New Orelans to Opelika					268.98						268.98
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	537.96	0.00	0.00	0.00	0.00	0.00	537.96

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

GSM Social Medical Conference/Training

METHOD OF REIMBURSEMENT

☐

DEDUCT FROM MY ADVANCE

☒

MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/4/26	371 mi * .725	268.98
5/8/26	371 mi * .725	268.98

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agree To P.O.	
	Exis Verified	
	Footing Verified	
	Inv. Price Bio Price	
	Ok To Pay	
	A/C # Verified	

Employee

Signature

Robin D. Smith

Department Head

City Administrator

RESOLUTION NO. _____

**RESOLUTION APPROVING PROCUREMENT OF PANASONIC HARDWARE
MANAGEMENT SERVICE AGREEMENT AND LICENSESWARE FROM CDW
GOVERNMENT, LLC**

WHEREAS, CDW Government, L.L.C., (“CDW-G”) provides Panasonic and a host of other computer network supplies and service agreements that help organizations monitor and manage the performance and resilience of their IT infrastructure and hardware, including networks, servers, switches, power plugs, network modules, applications and databases; and

WHEREAS, CDW-G, provides specific Panasonic products and licenses for endpoint firmware management essential to maintaining the integrity of the city’s extensive and critical IT infrastructure across multiple city departments; and

WHEREAS, the City of Opelika (the “City”) desires to purchase these products, licenses and service agreements to help manage its networks, systems and information technology; and

WHEREAS, CDW Government, LLC (“CDW”) offers Panasonic network subscription licenses through OMNIA Mesa Contract Number 2024056-01-GOV (2024056-01); and

WHEREAS, the quotation is from the Omnia Partners, by and through its vendor, CDW; and

WHEREAS, the City desires to purchase Panasonic Smart Compliance hardware management subscription products from CDW utilizing Omnia’s cooperative bid process approval; and

WHEREAS, a Quote Confirmation (the “Quote”), a copy of which is attached hereto as Exhibit “A”, has been prepared by CDW Government, LLC, 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 Quote; and

WHEREAS, the funds shall come from the capital outlay budget for the IT Department.

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

1. That the IT Department had confirmed lawful compliance and is hereby authorized to purchase from CDW each of the components, licenses and hardware for the price of \$42,970.50
2. That Quote #PWVX860 prepared by CDW, a copy of which is attached hereto and marked as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council.
3. That the Mayor is hereby authorized and directed to execute and deliver said Quote in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.

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 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 contracts, agreements, notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Quote.

5. That the compensation to be paid to CDW Government, LLC, for the services provided under the Agreement shall be paid from the capital outlay budget for the IT Department. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such appropriate purchase orders as may be necessary to carry out the provisions of this Resolution.

7. That the Mayor and Information Technology Director are hereby authorized to approve payment of all invoices in accordance with the provisions of this Quote or as otherwise approved by the City Council.

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

STEPHEN DAWE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PWVX860	5/27/2026	PANASONIC - D-000000812727	0936449	\$42,970.50

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Connect Smart Compliance Solution for Endpoint - subscription lic	450	7967485	\$95.49	\$42,970.50
Mfg. Part#: SVC-SCLECME3Y				
Electronic distribution - NO MEDIA				
Contract: OMNIA Mesa 2024056-01 (2024056-01)				

SUBTOTAL \$42,970.50

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$42,970.50**

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
CITY OF OPELIKA
ACCOUNTS PAYABL
PO BOX 390
OPELIKA, AL 36803-0390
Phone: (1) 334-7055 x 120
Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:
CITY OF OPELIKA
STEPHEN DAWE
204 S 7TH ST
OPELIKA, AL 36801
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CDW•G

Your Go-To Contracts for IT Solutions

We realize a true solutions provider must go beyond fulfilment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Our account management teams specialize by geographic region and customer vertical (K-12, Higher Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement.



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong partnership. Distinguished by their exceptional dedication to mutual success,

Click Your Industry

Education | Government

Nonprofit



Gold Awardees have demonstrated unparalleled excellence in driving growth and embodying the spirit of true collaboration. This coveted honor reflects a profound synergy that propels both our organizations to new heights.

Public Sector

K-12 Education

Higher Education

State & Local Government

Our robust contract portfolio with OMNIA Partners reduces administrative workload while also integrating new and emerging IT products and services to meet your evolving needs.

- **Information Technology Products and Services**

City of Mesa, AZ | 2024056-01

- **Technology Products, Solutions and Related Services**

Cobb County, GA | 23-6692-02

- **Total Cloud Solutions and Services**

Region 4 ESC - TX | R220801

- **Technology Solutions, Products and Services**

Region 4 ESC - TX | R210401

CONTRACT
DOCUMENTATION

CONTACT US



entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Information Technology Products and Services

City of Mesa, AZ

Contract Number: 2024056-01

Initial Term: July 2, 2024 through July 1, 2028

Renewal Options: Option to renew for three (3) additional two-year periods through July 1, 2034

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [RFP Opening Documents](#)

Previous Contract

- [Previous Contract - 2018011-01](#)

Technology Products, Solutions and Related Services

Cobb County, GA

Contract Number: 23-6692-02

Contract Term: May 1, 2023 through April 30, 2028



- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

Previous Contract

- [Former Contract R160201](#)



INDUSTRIES

[K-12 Education](#)
[Higher Education](#)
[Government](#)
[Nonprofit](#)
[Enterprise](#)
[Corporate](#)
[Private Equity](#)
[Real Estate](#)

SOLUTIONS

[Contract Offerings](#)
[OPUS](#)
[Data & Spend](#)
[Analytics](#)
[Industry Experts](#)



ABOUT US

RESOURCES

CAREERS

5001 Aspen Grove Drive
Franklin, TN 37067
info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)

[Privacy Policy](#) | [Terms of Use](#)



RESOLUTION NO. _____

WHEREAS, the Fire Department desires to purchase Two-Way Radios and related equipment utilizing State of Alabama contract #MA230000003341-2; and

WHEREAS, Motorola Solutions is the State contract vendor for the Two-Way Radios and related equipment; 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:

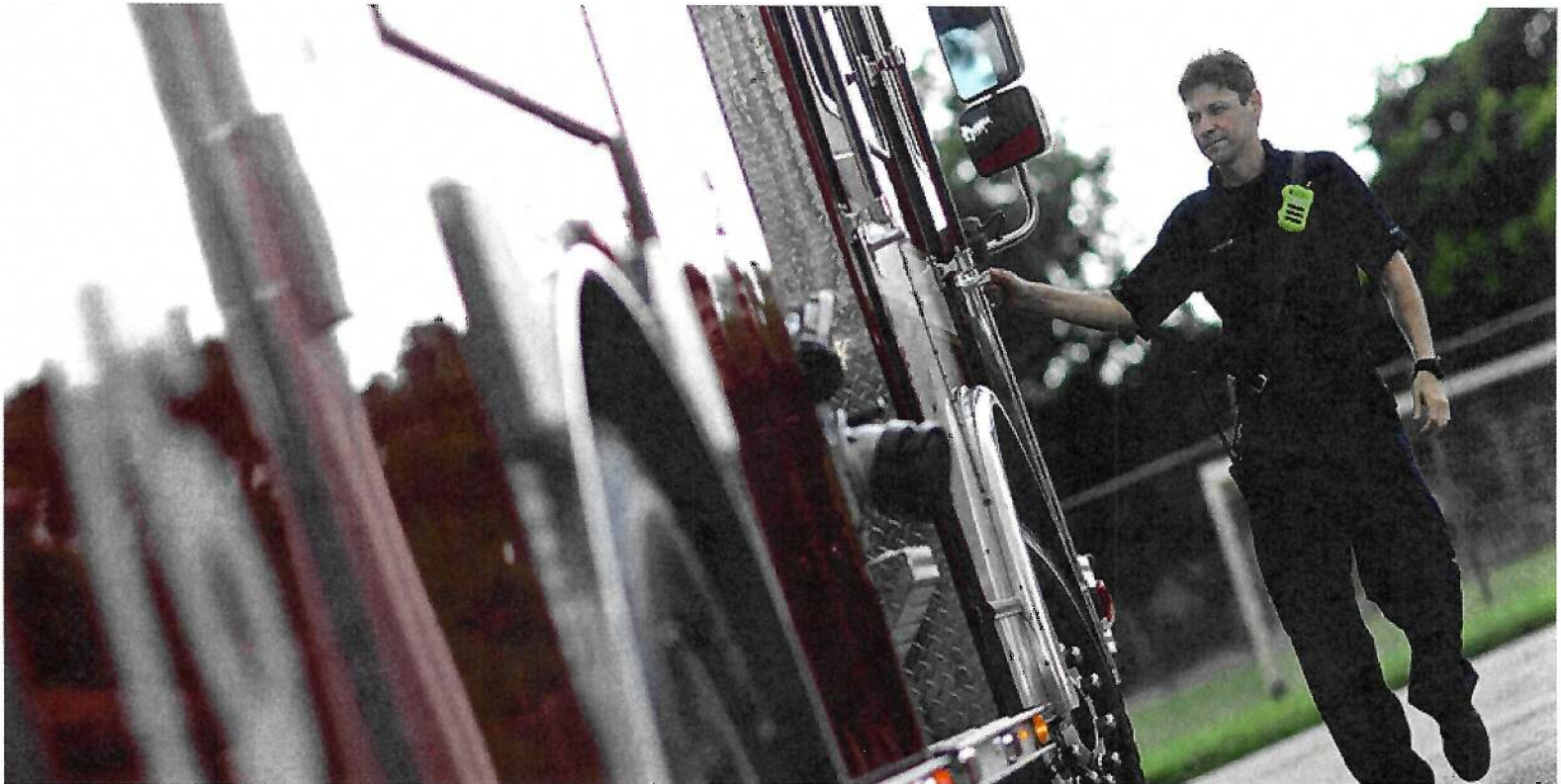
1. That the purchase be awarded to Motorola Solutions utilizing the State of Alabama contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Motorola Solutions in the amount of \$71,260.20.
3. That the Mayor be authorized to sign all documents pertaining to this purchase.
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 FIRE

10 APX N70EX's

05/06/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

05/06/2026

OPELIKA, CITY OF FIRE
PO BOX 390
OPELIKA, AL 36803

RE: Motorola Quote for 10 APX N70EX's

Dear Shane Boyd,

Motorola Solutions is pleased to present OPELIKA, CITY OF FIRE 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 FIRE with the best products and services available in the communications industry. Please direct any questions to Josh Grimsley at joshgrimsley@callmc.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,

Josh Grimsley
MR AE

Motorola Solutions Manufacturer's Representative

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

Quote Date:05/06/2026
 Expiration Date:06/20/2026
 Quote Created By:
 Josh Grimsley
 MR AE
 joshgrimsley@callmc.com
 334-796-0791

End Customer:
 OPELIKA, CITY OF FIRE
 Shane Boyd
 DBoyd@Opelika-AL.gov
 334-705-5300

Contract: 16932 - ALABAMA STATE
 CONTRACT
 AGREEMENT: STATE OF ALABAMA
 MA230000003341-2

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	Sale Price	Ext. Sale Price
	APX™ N70	APX N70XE					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	9		\$5,365.00	\$2,968.22	\$26,713.98
1a	QA02006AG	ADD: APX N70 XE M4.5 RUGGED RADIO	9		\$824.00	\$565.73	\$5,091.57
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	9		\$177.00	\$121.52	\$1,093.68
1c	H38DA	ADD: SMARTZONE OPERATION	9		\$1,412.00	\$969.43	\$8,724.87
1d	Q173CA	ADD: SMARTZONE OMNILINK	9		\$0.00	\$0.00	\$0.00
1e	Q361CD	ADD: P25 9600 BAUD TRUNKING	9		\$353.00	\$242.36	\$2,181.24
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	9		\$607.00	\$416.74	\$3,750.66
1g	QA00580BA	ADD: TDMA OPERATION	9		\$530.00	\$363.88	\$3,274.92



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	Sale Price	Ext. Sale Price
1h	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	9		\$560.00	\$384.47	\$3,460.23
1i	QA09001AM	ADD: WIFI CAPABILITY	9		\$353.00	\$242.36	\$2,181.24
1j	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	9		\$177.00	\$121.52	\$1,093.68
1k	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	9		\$177.00	\$121.52	\$1,093.68
1l	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE*	9		\$0.00	\$0.00	\$0.00
1m	QA08853AA	ADD: CPS ENABLEMENT*	9		\$0.00	\$0.00	\$0.00
1n	QA09028AA	ADD: VIQI VC RADIO OPERATION	9		\$0.00	\$0.00	\$0.00
1o	QA01427AM	ALT: APX N70 XE HOUSING GREEN	9		\$30.00	\$20.60	\$185.40
1p	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	9		\$0.00	\$0.00	\$0.00
1q	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	9		\$388.00	\$266.39	\$2,397.51
1r	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	9		\$6.42	\$4.41	\$39.69
1s	QA09113AA	ADD: BASELINE RELEASE SW	9		\$0.00	\$0.00	\$0.00
1t	QA10097AA	ALT: CARRY ACCESSORY, 3.0-IN CLIP, APX N70 XE CLASSIC HOLSTER	9		\$13.77	\$9.45	\$85.05
2	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
4	PMNN4818A	BATT IMPRES 2 LIION TIA4950 IP68 3650T	9		\$270.00	\$185.37	\$1,668.33
5	SSV01S01406A	SMARTCONNECT	9	1 YEAR	\$144.00	\$115.20	\$1,036.80
6	PMMN4172A	XVE500M DIV 1 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN WITHOUT KNOB, UL, GCAI MINI	9		\$756.00	\$519.04	\$4,671.36
7	LSV00Q00202A	DEVICE PROGRAMMING	9		\$100.00	\$95.36	\$858.24



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	Sale Price	Ext. Sale Price
8	PMPN4604ATAA	CHARGER,DESKTOP SINGLE UNIT IMPRES 2, TAA	9		\$241.50	\$184.23	\$1,658.07

Subtotal	\$112,362.21
Total Discount Amount	\$41,102.01
Grand Total	\$71,260.20(USD)

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.

Motorola's quote (Quote Number: _____ Dated: _____) 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Promotions:**

The following promotion(s) have been applied:

* Line #1 - APX N SERIES TRADE-IN PROMO available from 04/06/2026 to 06/20/2026

- 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.



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	Parametric Data
1l	QA09016AA	Incomplete
1m	QA08853AA	Incomplete
1r	QA01648AA	ASKHOMID = 046B
2	PSV01S02944A	Incomplete
3	PSV01S03059A	Incomplete



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transreflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port



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connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.

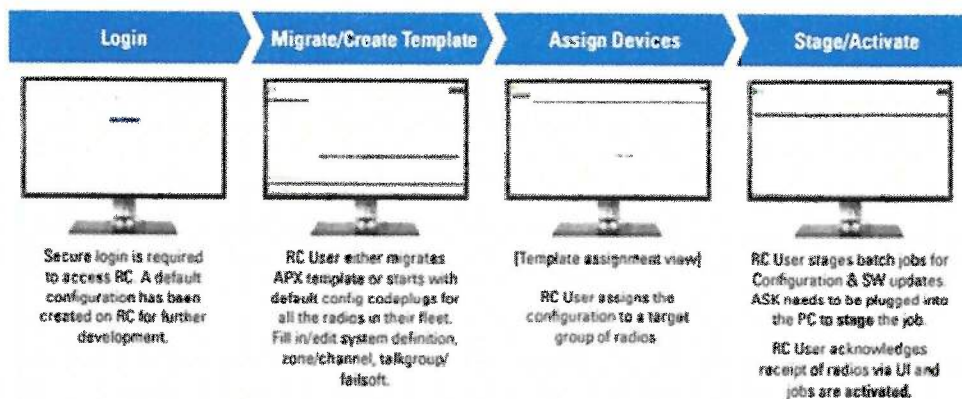


Figure 1: APX N70 Provisioning via Radio Central





MOTOROLA SOLUTIONS

QUOTE-3621300
10 APX N70EX's



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

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Contract Header

Contract

Two Way Radio - Motorola -

Supplier

Motorola Solutions Inc.

Linked Solicitation

Two Way Radio

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000003341-2

Sourcing Number

SRC0000008282

Contact Information

Contract Responsible

First name

Last name

Email

Phone

Maria

Smith

maria.smith@purchasing.alabama.gov 334-242-4201

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

10/6/2022

End Date

9/30/2026

Documents

- TnC - Contract.xml
- TnC - Contract.xml
- TnC - Contract.xml
- TnC_-_Contract (9).pdf

Items

Item Name

Product Code

UOM

Motorola Radio 28%
Discount

MA220000003341-
1

0.00 Each

- MA230000003341-
2_Two_Way_Radio_V1.pdf

Item Name	Product Code	UOM	
Motorola Accessory 20% Discount	MA220000003341- 2	0.00	Each
Motorola Software 10% Discount	MA220000003341- 3	0.00	USD
Motorola Labor 0% Discount	MA220000003341- 4	0.00	USD
Motorola Infrastructure 15% Discount	MA220000003341- 5	0.00	USD

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT OF EMPLOYMENT CONTRACT
WITH PATRICK MCCULLOCH**

WHEREAS, the City of Opelika, Alabama, (the “City”) has obtained the services of a part-time Police Training Coordinator; and

WHEREAS, the City Council has previously approved an Employment Contract between the City and Patrick McCulloch, and the City Council has determined that Section III, entitled “Compensation” is due to be amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City of Opelika as follows:

1. That the Employment Contract (the “Contract”) to be entered into between the City and Patrick McCulloch, a copy of which is attached hereto and marked as Exhibit “A”, be and the same Section III “Compensation” is hereby amended and increased to \$52,000.00, in accordance with §36-27-8.2 of the Code of Alabama.

2. All other terms and conditions of the Contract remain in full force and effect.

3. That the Mayor is hereby authorized and directed to execute and deliver said Amendment in the name of and on behalf of the City of Opelika and the City Clerk is hereby authorized and directed to attest the same.

3. 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

STATE OF ALABAMA)
 :
COUNTY OF LEE) **FIRST AMENDED EMPLOYMENT CONTRACT**

THIS FIRST AMENDED AGREEMENT (“Amended Agreement”) made and entered into this the 8th day of July, 2026, by and between the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter called “Employer”, as party of the first part, and **PATRICK E. MCCULLOCH**, hereinafter called “Employee”, as party of the second part.

Section III of the Agreement is amended to read as follows:

SECTION III. COMPENSATION

As compensation for his services, Employer shall pay Employee an annual salary of \$52,000.00, payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law.

All other terms and conditions of the Agreement remain in full force and effect in the Amended Agreement.

IN WITNESS WHEREOF, the City of Opelika has caused this Amended Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Amended Agreement the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By: _____
EDDIE SMITH, ITS MAYOR

ATTEST:

RUSSELL A. JONES, MMC, CITY CLERK

PATRICK E. MCCULLOCH

**STATE OF ALABAMA
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **EDDIE SMITH** and **RUSSELL A. JONES**, whose names as Mayor and City Clerk, respectively, of the City of Opelika, Alabama, a municipal corporation, are signed to the foregoing instrument who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument they, in their capacity as Mayor and City Clerk for the City of Opelika, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2026.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

**STATE OF ALABAMA
COUNTY OF LEE**

Before me, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **PATRICK E. MCCULLOCH**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2026.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

RESOLUTION NO. _____

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS
AND EXEMPTIONS FOR BS LOGISTICS AMERICA, LLC**

WHEREAS, BS Logistics America, LLC, an Alabama limited liability company (the “Company”) has committed to operate a manufacturing facility for automotive components in the old Uniroyal building located at 1800 Crawford Road, Opelika, Alabama (the “Facility”); and

WHEREAS, the Company specializes in construction, engineering, and manufacturing injection molding for automotive components; and

WHEREAS, the Company will be required to make numerous physical modifications to the existing Facility to accommodate the production needs of the Company; and

WHEREAS, the Company has announced plans for the construction of building improvements at the existing Facility, the purchase and installation of new manufacturing machinery at the Facility and the purchase of other new personnel property (non-manufacturing machines, other equipment, computers, etc.) to be used at the Facility (collectively the “Project”); and

WHEREAS, the Project will require a capital investment by the Company of approximately one million, two hundred and seven thousand, six hundred dollars (\$1,207,600.00) and is expected to result in the creation of approximately 20 new jobs; and

WHEREAS, the Project is estimated to be placed in service by July 31, 2027; and

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

WHEREAS, the Company’s NAICS Code 326199 meets the qualifications of an industrial or research enterprise in accordance with § 40-9B-3(6), Code of Alabama, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq, Code of Alabama, 1975) (the “Act”) the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and

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

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

WHEREAS, the City has considered the Company’s Application to Granting Authority for Abatement filed by the Company in connection with its request (the “Abatement Application”); and

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

WHEREAS, the Project will involve a combined capital investment of approximately one million, two hundred and seven thousand, six hundred dollars (\$1,207,600.00), which includes building improvements, the purchase and installation of new manufacturing machinery and the purchase and installation of other new personnel property and related costs; and

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

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

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

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project and finds that forbearing a thing of value, to wit: Taxes as specified herein, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities named herein.

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

1. Approval is hereby given to the Abatement Application of the Company and abatement is authorized of (1) all state and local non-educational property taxes for a period of ten (10) years, and (2) all construction related transaction (sales and use) taxes, except those construction related taxes levied for educational purpose or for capital improvements for education as the same may apply to the fullest extent provided by the Act; provided, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County or Opelika City Public Schools shall not be abated. The period of abatement for non-educational property taxes shall extend for a period of ten (10) year measured as provided in § 40-9B-3(a) (12) of the Act.

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

3. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and

agreements as may be necessary to provide the abatements and exemptions granted in paragraph 1 above.

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

5. 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 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. This resolution shall take effect upon passage and adoption by the City Council.

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

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

ATTEST:

CITY CLERK

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 7th day of July, 2026, by and between The City of Opelika (the Granting Authority), and BS LOGISTICS AMERICA, LLC (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 326199 or business activity Expansion into injection molding manufacturing for automotive parts meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended; and

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

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

WHEREAS, the Project is estimated to be completed by 31 day of July, 2027; and

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

☒ inside the city limits of Opelika, Alabama.

☐ inside the police jurisdiction of _____.

☐ outside the city limits and police jurisdiction of the City of _____; and

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

☒ all state and local noneducational property taxes,

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

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

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

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

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

☒ all state and local noneducational property taxes;

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

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

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

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

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

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

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

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

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

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

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

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), **Code of Alabama 1975**,

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

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

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

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

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

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

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

☒ a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for 10 years,

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

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

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

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

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 3,675.10 per year and the maximum period for such abatement shall extend for a period of 10 years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

- ☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$_____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.
- ☒ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$27,568.00 and such abatement shall not extend beyond the date the Project is placed in service.
- (d) Mortgage and recording taxes are expected to be \$_____.

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

- (a) Amount to be invested in the Project: \$ 1,207,600 _____;
- b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:
Initially- 9 _____ Year 1- 4 _____ Year 2- 5 _____ Year 3- 2 _____;
- (c) Annual payroll initially at the Project and in each of the succeeding three years:
Initially- \$450,000 _____ Year 1- \$150,000 _____ Year 2- \$300,000 _____ Year 3- \$ 100,000.00 _____

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

GENERALLY

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

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

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

- ☒ all state and local noneducational property taxes,
- ☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

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

This Agreement is executed as of the dates specified below.

(the Company)

(the Granting Authority)

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

RESOLUTION NO. _____

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS
AND EXEMPTIONS FOR YONGSAN AUTOMOTIVE USA, INC.**

WHEREAS, Yongsan Automotive USA, Inc., an Alabama corporation (the “Company”) has committed to expand its manufacturing facility for automotive interior components at its location at 1100 Jeter Avenue, Opelika, Alabama (the “Facility”); and

WHEREAS, the Company specializes in construction, engineering, and manufacturing of automotive interior components; and

WHEREAS, the Company will be required to make numerous physical modifications to the existing Facility to accommodate the production needs of the Company; and

WHEREAS, the Company has announced plans for the construction of building improvements at the existing Facility, the construction of new additions to the existing Facility, the purchase and installation of new manufacturing machinery at the Facility and the purchase of other new personnel property (non-manufacturing machines, other equipment, computers, etc.) to be used at the Facility (collectively the “Project”); and

WHEREAS, the Project will require a capital investment by the Company of approximately four million, four hundred fifty-six thousand, two hundred fifty-one dollars (\$4,456,251.00) and is expected to result in the creation of approximately 68 new jobs; and

WHEREAS, the Project is estimated to be placed in service by July 8, 2027; and

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

WHEREAS, the Company’s NAICS Code 336360 meets the qualifications of an industrial or research enterprise in accordance with § 40-9B-3(6), Code of Alabama, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq, Code of Alabama, 1975) (the “Act”) the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and

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

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

WHEREAS, the City has considered the Company’s Application to Granting Authority for Abatement filed by the Company in connection with its request (the “Abatement Application”); and

WHEREAS, the City has found the information contained in the Abatement Application

to be sufficient to permit the City to make a reasonable cost/benefit analysis of the Proposed Project and to determine the economic benefits to the community; and

WHEREAS, the Project will involve a combined capital investment of approximately four million, four hundred fifty-six thousand, two hundred fifty-one dollars (\$4,456,251.00), which includes building improvements, the purchase and installation of new manufacturing machinery and the purchase and installation of other new personnel property and related costs; and

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

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

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

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project and finds that forbearing a thing of value, to wit: Taxes as specified herein, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities named herein.

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

1. Approval is hereby given to the Abatement Application of the Company and abatement is authorized of (1) all state and local non-educational property taxes for a period of ten (10) years, and (2) all construction related transaction (sales and use) taxes, except those construction related taxes levied for educational purpose or for capital improvements for education as the same may apply to the fullest extent provided by the Act; provided, such taxes assessed, imposed or designated for the benefit of East Alabama Medical Center, children's homes operated by Lee County or Opelika City Public Schools shall not be abated. The period of abatement for non-educational property taxes shall extend for a period of ten (10) years measured as provided in § 40-9B-3(a) (12) of the Act.

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

3. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and

agreements as may be necessary to provide the abatements and exemptions granted in paragraph 1 above.

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

5. 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 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. This resolution shall take effect upon passage and adoption by the City Council.

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

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

ATTEST:

CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), **Code of Alabama 1975**,

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

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

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

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

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

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

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

☒ a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for 10 years,

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

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

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

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

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 14,558.80 per year and the maximum period for such abatement shall extend for a period of 10 years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

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

☒ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 206,044.00 and such abatement shall not extend beyond the date the Project is placed in service.

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

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

(a) Amount to be invested in the Project: \$ 4,456,251.00 _____;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:
Initially- 0 _____ Year 1- 37 _____ Year 2- 31 _____ Year 3- 0 _____;

(c) Annual payroll initially at the Project and in each of the succeeding three years:
Initially- \$0.00 _____ Year 1-\$1,675,360.00 _____ Year 2-\$1,403,680.00 _____ Year 3-\$0.00 _____

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

GENERALLY

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

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

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

☒ all state and local noneducational property taxes,

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

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

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

This Agreement is executed as of the dates specified below.

(the Company)

(the Granting Authority)

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF OPELIKA TO APPLY TO THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE BUILDING
RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM
FUNDING OPPORTUNITY FOR FISCAL YEARS 2024-25 TO BE USED FOR THE
NORTH PARK LIFT STATION AND FORCE MAIN IMPROVEMENTS PROJECTS**

WHEREAS, the Federal Emergency Management Agency (“FEMA”) is an agency of the United States Department of Homeland Security; and

WHEREAS, the Building Resilient Infrastructure and Communities (“BRIC”) grant program makes federal funds available to local governments for hazard mitigation activities; and

WHEREAS, the BRIC program will implement infrastructure and construction hazard mitigation projects that reduce risk to people, property and critical services; support adoption and enforcement of hazard resistant building codes; prioritize infrastructure and construction projects that are ready to implement with increased geographic distribution of hazard mitigation activities; and maximize state and local responsibility for resilience while focusing federal resources on projects that directly support risk reduction; and

WHEREAS, the Public Works Department has a need for North Park Lift Station and Force Main Improvements (the “Project”); and

WHEREAS, the total cost of the Project is estimated to be \$25,000,000; and

WHEREAS, the City intends to make application to FEMA for grant assistance from the Building Resilient Infrastructure and Communities Grants Program for the construction of the Project; and

WHEREAS, FEMA’s funding is up to 75% (capped at \$20,000,000) of the project cost for construction, design, managing and administration costs, and the City of Opelika (the “City”) is required to provide a 25% match; and

WHEREAS, the City is committed to funding the match of \$6,250,000; and

WHEREAS, the funds for the local match will come from the Unassigned Fund Balance; and

WHEREAS, the City of Opelika desires to participate in the Building Resilient Infrastructure and Communities Grants Program to the greatest extent possible as a means of constructing the North Park Lift Station and Force Main Improvements; and

WHEREAS, the City of Opelika has available local matching funds to fulfill its share of the obligation related to the grant application should grant funds be awarded.

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 the Federal Emergency Management Agency and the State of Alabama on behalf of the City of Opelika a Building Resilient Infrastructure and Communities Grants Program application in an estimated amount of \$25,000,000 to construct a North Park Lift Station and Force Main Improvements.
2. That the City acknowledges its responsibility for the local match of approximately \$6,250,000, and the City hereby certifies that it has available matching funds to fulfill its local match obligation.
3. That the City agrees to accept the grant funds and to comply with the terms of the grant as well as all applicable laws and regulations.
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 cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, revocations, cancellations, 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.
5. That this Resolution shall take effect upon its passage and adoption by the City Council.

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

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

ATTEST:

CITY CLERK

Building Resilient Infrastructure and Communities Program Funding Opportunity for Fiscal Years 2024-25

Overview and eligibility requirements for FEMA's Fiscal Years (FY) 2024-25 Building Resilient Infrastructure and Communities (BRIC) Notice of Funding Opportunity (NOFO). This opportunity provides \$1 billion in grant funding for hazard mitigation projects that deliver immediate, measurable risk reduction.

Program Purpose

The Building Resilient Infrastructure and Communities (BRIC) grant program makes federal funds available to states, local governments, Tribal Nations and territories for hazard mitigation activities. FEMA has been working for over a year to ensure that all of its programs—including the BRIC program—are administered responsibly and delivering real value to the American people. FEMA's new direction for the BRIC program includes best practices for mitigation to save lives and reduce disaster costs and have a renewed focus on infrastructure-related hazard mitigation projects.

For this funding opportunity, the BRIC program will:

- Implement **infrastructure and construction hazard mitigation projects** that reduce risk to people, property, and critical services,
- Support **adoption and enforcement of hazard resistant building codes**,
- Prioritize **infrastructure and construction projects that are ready to implement** with increased geographic distribution of hazard mitigation activities, and
- **Maximize state and local responsibility** for resilience while focusing federal resources on projects that directly support risk reduction.

The BRIC funding opportunity is published on [Grants.gov](https://www.grants.gov). The information in this fact sheet is not exhaustive. Subapplications must meet all eligibility requirements as detailed in the funding opportunity and, where applicable, align to the [Hazard Mitigation Assistance Program and Policy Guide \(HMA Guide\)](#).



FEMA

Application Window

The application deadlines are for the applicants only; subapplicants should consult with their state, tribal or territorial agency to confirm subapplication deadlines. Previous subapplications submitted for the initial Fiscal Year 2024 BRIC funding opportunity will not be reviewed. FEMA encourages applicants and subapplicants to review, update, and resubmit in accordance with this new funding opportunity.

- **The application period opened on March 25, 2026, and will close on July 23, 2026, at 3 p.m. ET.**
- **Apply Online:** Eligible applicants must apply using the [FEMA Grants Outcomes \(FEMA GO\)](#) management system. Applications must be received in the FEMA GO Portal by **July 23, 2026 (3 p.m. ET)**. FEMA will not consider funding applications received after this date and time.

Available Funding

This funding opportunity provides \$1 billion in funding for the following:

- **State or Territory Allocation:** \$112 million available (up to \$2 million federal share per applicant). All 50 states, the District of Columbia, and U.S. territories may apply for this allocation.
- **Tribal Set-Aside:** \$50 million (up to \$2 million federal share per applicant). All federally recognized Tribal Nations may apply for these funds. The combined cost of the applicant's capability- and capacity-building activities under this funding category must not exceed \$2 million federal share per applicant.
- **Building Code Plus-Up:** \$56 million for states and territories (up to \$1 million federal share per applicant) and \$25 million for Tribal Nations.
- **National Competition:** \$757 million (up to \$20 million federal share per subapplication).

No single applicant may receive more than 15% of the total available funding across all available funding categories. The 15% cap will include the combined total of all funding category requests such as Management Costs, State/Territory Allocation, Tribal Set-Aside, Building Code Plus-Up and National Competition.

Total Available BRIC Funding in FY24/25: \$1 Billion

Uses of Assistance	\$112M State/Territory Allocation	\$50M Tribal Set-Aside	\$56M State/Territory Building Code Plus-Up	\$25M Tribal Building Code Plus-Up	\$757M National Competition
Hazard Mitigation Projects	✓	✓			✓
Building Code Adoption and Enforcement	✓	✓	✓	✓	
Capability- and Capacity-Building Activities	✓	✓			
Management Costs	✓	✓	✓	✓	✓

Eligibility

The following are eligible to apply:

- **Applicants:** States, District of Columbia, U.S. territories, federally recognized Tribal Nations (one application per applicant).
- **Subapplicants:** Local governments, communities, special districts, Tribal Nations (may submit subapplications through their state or territory).
- **Individuals, businesses, nonprofits:** Cannot apply directly; may benefit from sponsored projects.

Eligible activities include:

- **Hazard Mitigation Projects:** Cost-effective infrastructure and construction projects designed to improve resilience and public safety. **Note: Only projects with at least a conceptual design are eligible; phased projects are not eligible.**
- **Capability- and Capacity-Building Activities:** Activities directly tied to infrastructure resilience, such as hazard-resistant building code adoption or enforcement, related technical training, and project scoping for specific infrastructure projects. **Development of new and updates to Hazard Mitigation Plans are not eligible; project scoping activities must directly support a specific infrastructure project, otherwise they are not eligible for funding.**
- **Management Costs:** Financial assistance for eligible administrative and indirect costs related to hazard mitigation projects.

Resources

As of March 26, 2026, the U.S. Department of Homeland Security remains in a funding lapse. Some FEMA support services, such as help desks and general email resources are unavailable or responses are delayed due to lack of appropriations.

- General questions about the BRIC program can be directed to the appropriate [State Hazard Mitigation Officer \(SHMO\)](#) or [FEMA Regional Office](#).
- For FEMA GO technical support: femago@fema.dhs.gov or 877-585-3242.
- For Hazard Mitigation Assistance questions: FEMA-HMAHelpline@fema.dhs.gov or 866-222-3580.
- For questions about cost-effectiveness and FEMA's Benefit-Cost Analysis (BCA) software, contact the BC Helpline: BCHelpline@fema.dhs.gov.
- The Building Science Helpline is available for guidance on FEMA Building Science publications: FEMA-BuildingScienceHelp@fema.dhs.gov.
- For more information about this program, visit the [Building Resilient Infrastructure and Communities](#) web page.

RESOLUTION NO. _____

**RESOLUTION APPROVING PROPOSAL FROM HYDRO
ENGINEERING SOLUTIONS, A DIVISION OF HYDRO, LLC,
TO UPDATE STORM WATER MANAGEMENT PLAN (SWMP)**

WHEREAS, the Alabama Department of Environmental Management (ADEM) requires cities and counties in the State of Alabama to develop and adopt comprehensive Storm Water Management Plans (SWMP or “Plan”) which forecast and describe the management of erosion and sediment protection control within the local government’s jurisdiction over a five-year period; and

WHEREAS, each county and municipality was originally required to develop and submit a SWMP to ADEM for approval in 1990; and

WHEREAS, every five years ADEM requires the City to update its Storm Water Management Plan that it uses as regulation for erosion control enforcement; and

WHEREAS, the current plan will expire in 2026 and are required to be updated; and

WHEREAS, the estimated cost of the Proposal from Hydro is \$26,500 and will be paid from the Unassigned Fund Balance; and

WHEREAS, a proposal from Hydro Engineering Solutions, a division of Hydro, LLC (“Hydro”) was prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Proposal.

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

1. That the Proposal submitted by Hydro, a copy of which is attached hereto and marked Exhibit “A”, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council. The Mayor is hereby authorized and directed to accept said Proposal on behalf of the City.

2. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary

or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Proposal.

3. That Joel Landers, Storm Water Coordinator, is hereby designated to serve as the contact person on the City's behalf who can answer questions from Hydro, provide information as needed, and make decisions concerning the Project.

4. That the compensation due to be paid to Hydro shall come from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized to make the necessary and appropriate budget adjustments to carry into effect the intent of this Resolution.

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

23 June 2026

Mr. Joel J. Landers
Stormwater Coordinator
City of Opelika
700 Fox Trail
Opelika, Alabama 36803

Re: Municipal Separate Storm Sewer System (MS4) Program
Update Stormwater Management Program (SWMP) Plan

Dear Mr. Landers,

Hydro Engineering Solutions (Hydro) is pleased to provide this proposal to assist the City of Opelika (City) with updating its SWMP Plan. A description of the services to be provided is described below.

SCOPE OF SERVICES

Part III of the City's MS4 National Pollutant Discharge Elimination System (NPDES) Permit defines the program elements the City must develop, implement, and enforce to reduce the discharge of pollutants from the MS4 to the maximum extent practicable (MEP). Primary objectives of a SWMP Plan are to develop control measures to effectively prohibit the discharge of non-stormwater into the MS4 and to reduce the discharge of pollutants from the MS4 to the MEP. The SWMP Plan not only defines control measures to be implemented but also establishes measurable goals to gauge compliance with the MS4 NPDES Permit requirements. Hydro shall assist the City in updating its SWMP Plan. This process shall include the following:

- Meet with City representatives to collect data and information needed to update the SWMP Plan;
- Evaluate City's existing activities to identify programs, processes, policies, ordinances, regulations, and requirements that support compliance with the MS4 NPDES Permit;
- Identify, if applicable, additional BMPs, programs, processes, policies, ordinances, regulations, and/or requirements needed to comply with the MS4 NPDES Permit
- Develop a Draft SWMP Plan for review and comments;
- Incorporate City's review comments into a Draft SWMP Plan;
- Finalize the SWMP Plan; and,
- Provide a PDF of the updated SWMP Plan that can be uploaded into ADEM's Alabama Environmental Permitting and Compliance System (AEPACS).

Hydro shall provide a PDF copy of the Draft SWMP Plan for review and comment. Upon receipt of written review comments from the City, Hydro shall finalize the SWMP Plan and provide three (3) hard copies. The Appendices shall be provided electronically on a CD with the SWMP Plan.

SCHEDULE

Hydro is prepared to initiate work immediately upon receipt of written authorization to proceed. It is anticipated that a Draft SWMP Plan will be provided within 90 days of receipt of a written authorization to proceed. The Final SWMP Plan shall be provided within 30 days of receipt of the City's review comments.

FEES

Hydro shall provide the services described herein for the Lump Sum Fee of \$26,500. Hydro's fees are based on the following assumptions.

- The City shall provide copies of data and information prepared in support of the existing SWMP Plan and annual report. Documents shall include but are not limited to GIS data, outfall locations, outfall screening data, public education materials, standard operating procedures, ordinances, zoning maps, storm sewer maps, monitoring plans, monitoring data, etc.
- The City shall assist in facilitating meetings, collecting data and information needed for the SWMP Plan. The City shall provide supporting data and information in an electronic format (i.e. Shape File, Word, Excel, PDF, etc.).

Summary

You may authorize Hydro to proceed with this work by returning a signed copy of this proposal, issue a purchase order, etc.

I appreciate the opportunity to assist the City of Opelika with its MS4 program. If you have any questions or require any additional information, please contact me on (334) 740-6000.

Sincerely,

Hydro Engineering Solutions



Dewayne Smith, P.E.
Vice President

I accept the terms and conditions of this proposal and authorize Hydro Engineering Solutions a Division of Hydro, LLC to proceed with the scope of services as described herein.

Name

Title

Signature

Date

RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION
AGREEMENT BETWEEN JEONGMAN HEO AND THE CITY OF
OPELIKA, ALABAMA FOR THE CONSTRUCTION OF
THE EXTENSION OF SPORTSPLEX PARKWAY AND SHARP STREET**

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined and is of the opinion that it is desirable and in the public interest to construct an extension of Sportsplex Parkway from its current terminus at Andrews Road west to Lafayette Parkway (US Highway 431) and an extension of Sharp Street from its current terminus to the proposed Sportsplex Parkway (collectively, the “Project”); and

WHEREAS, the City Council has determined and is of the opinion that it is in the public interest for the City to acquire approximately 3.3269 acres of land from Jeongman Heo for the construction of the Sharp Street extension portion of the Project; and

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

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

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

1. That the proposed RIGHT-OF-WAY ACQUISITION AGREEMENT to be entered into by and between Jeongman Heo and the City of Opelika, attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be evidenced by the execution and delivery of said Agreement.

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

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

**RIGHT-OF-WAY ACQUISITION AGREEMENT
(EXTENSION OF SPORTSPLEX PARKWAY AND SHARP STREET)**

THIS RIGHT-OF-WAY ACQUISITION AND DEVELOPMENT AGREEMENT

(the “Agreement”) is made and entered into this the ____ day of _____, 2026, by and between **JEONGMAN HEO**, (hereinafter referred to as “Owner”) and **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”). The Owner and the City are each a “Party” to this Agreement and are referred to collectively as the “Parties”.

RECITALS:

WHEREAS, the Owner owns Lot 1A of W.C. Davis Industrial Park Lot 1A and 1B, a Redivision of Lot 1 of W.C. Davis Industrial Park, Third Addition, as shown on the map or plat recorded on April 14, 2024, in Plat Book 49 at Page 184; and

WHEREAS, the City proposes to construct an extension of Sportsplex Parkway from its current terminus at Andrews Road west to Lafayette Parkway (US Highway 431) and an extension of Sharp Street from its current terminus to the proposed Sportsplex Parkway (the extensions of said streets being collectively referred to as the “Project”); and

WHEREAS, the construction of said streets will cross, run through and upon the Owner’s land in the W.C. Davis Industrial Park; and

WHEREAS, the City has determined that certain real property owned by the Owner, containing 3.3629 acres, more or less, as more particularly described in Exhibit “A” (the “Property”), is needed for the construction of the Project; and

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

AGREEMENT

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

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

Commencing at the northeast corner of Section 32, Township 20 North, Range 27 East, in Opelika, Lee County, Alabama; thence S89°15'58"W, 2642.33 feet; thence S1° 19'19"E, 464.85 feet to a point on the southeasterly right of way line of the CSX Railway; thence S36°00'05"W, along said right of way line, 839.30 feet to the True Point of Beginning of the Right of Way to be Acquired; thence, leaving said CSX Railway right of way line, S58°12'17"E, 607.60 feet to a property line; thence, along said property line, S1°19'19"E, 181.15 feet; thence, leaving said property line, S66°03'26"W, 28.15 feet; thence S3°47'43"W, 350.50 feet; thence southwesterly along a curve concave northwesterly, and having a radius of 540.00 feet, an arc length of 275.70 feet, a chord bearing of S46°25'20"W, and a chord length of 272.75 feet; thence S61°02'57"W, 102.10 feet; thence southwesterly along a curve concave southeasterly, and having a radius of 480.00 feet, an arc length of 26.00 feet, a chord bearing of S59°29'52"W, and a chord distance of 26.00 feet to a property line; thence N54°00'18"W, along said property line, 64.10 feet; thence, leaving said property line, northeasterly along a curve concave southeasterly, and having a radius of 540.00 feet, an arc length of 53.20 feet, a chord bearing of N58°13'33"E, and a chord distance of 53.20 feet; thence N61°02'57"E, 102.10 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 480.00 feet, an arc length of 245.10 feet, a chord bearing of N46°25'20"E, and a chord distance of 242.45 feet; thence N31°47'43"E, 350.50 feet; thence N13°12'17"W, 35.35 feet; thence N58°12'17"W, 616.75 feet to the southeasterly right of way line of the CSX Railway; thence, along said right of way line, N36°00'05"E, 150.40 feet to the True Point of Beginning.

Said parcel being in Section 32, Township 20 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 146,486 square feet or 3.3629 acres, more or less.

2. **Closing/Possession.** The closing date will be on or before July 30, 2026, with possession to be given to the City at the time of closing. The closing shall take place at City Hall located at 204 South 7th Street or at such other place as the Parties may agree in writing. At closing, the Owner shall execute and deliver to the City a good and sufficient warranty deed conveying to the City good and marketable title to the Property, subject only to (the “Permitted Encumbrances):

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

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

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

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

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

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

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

7. **Construction of Extension of Sportsplex Parkway.** The City shall, at its expense, design and construct, or cause to be designed or constructed, a public two-lane asphalt road with a center turn lane from its current terminus of Sharp Street to the proposed intersection with the Sportsplex Parkway extension, as depicted on Exhibit “B”, subject to the following:

- (a) The design work shall include all surveying, all work for preparation of plans and specifications, construction documents and invitation for bids.
- (b) The City shall construct the street in accordance with the design standards and specifications contained in the City's Public Works Manual.
- (c) The street shall generally follow the route as shown in Exhibit "B" attached hereto.
- (d) The roadway shall be constructed and opened by December 30, 2026.
- (e) The City agrees to maintain and repair the Sharp Street extension, as needed, to ensure that said street remains safe and convenient to the public.

8. **Design and Construction of Sharp Street.** The Project is the design and construction of a public two-lane asphalt road extending Sharp Street from its current terminus to the north to intersect with Sportsplex Parkway, which shall generally follow the route as shown in Exhibit "A" attached hereto.

- (a) **Design.** The Owner, at his sole cost and expense, has retained a licensed and qualified engineer to prepare and submit all design plans, specifications, construction documents, invitation for bids and related documents for the Project (the "Design Documents") for review and approval of the City's Engineering Department. The Owner or its engineer has agreed to submit the Design Documents to the City. The Design Documents conform to all City design standards and specifications.
- (b) **Construction.** The City, at its sole cost and expense, shall be responsible for constructing the Project in accordance with the City-approved Design Documents. The City shall procure all necessary contracts for construction services and materials. The City shall complete the Project on or before December 30, 2026, subject to delays caused by force majeure events, material shortages, or other unforeseen circumstances. Upon completion of the Project, the City agrees to maintain and repair Sharp Street, as needed, to ensure said street remains safe and convenient to the public.

9. **Supersedes Prior Agreements.** This Agreement supersedes all agreements previously executed by the Parties with respect to the Property and constitutes the sole and only

agreement between them respecting the Property and correctly sets forth the obligations to each other as of its date.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2026.

JEONGMAN HEO

THE CITY OF OPELIKA, ALABAMA

By: _____
EDDIE SMITH, ITS MAYOR

ATTEST:

RUSSELL A. JONES, MMC
CITY CLERK

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JEONGMAN HEO, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2026.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

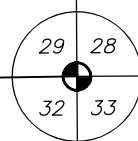
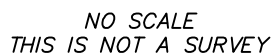
STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that EDDIE SMITH and RUSSELL JONES, whose names as Mayor and City Clerk

respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2026.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



OPELIKA
SEC. 32

LEE COUNTY
T-20-N

ALABAMA
R-27-E

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO THE CURTIS HOUSE FOR ITS TEEN HUB SUMMER PROGRAM**

WHEREAS, The Curtis House, LLC, (the “Curtis House”) is a 501(c)3 non-profit organization serving residents of Opelika, Alabama; and

WHEREAS, the mission of the Curtis House is to create a safe haven for the elderly, adults and children in the Jeter community; and

WHEREAS, the Curtis House has historically served low and moderate-income individuals and families in the Jeter community; and

WHEREAS, the Curtis House has launched a Teen Hub program designed to educate, engage, mentor and provide positive developmental opportunities for youth in Opelika; and

WHEREAS, the program serves local teenagers through structured activities, life-skills development, leadership training, educational enrichment, conflict resolution, community engagement and mentorship opportunities; and

WHEREAS, the Teen Hub Program is designed to directly support the welfare of Opelika’s teenagers over the summer months by providing a safe and constructive environment that encourages personal growth, civic responsibility, academic success and positive decision-making; and

WHEREAS, Ward 1 Councilman George Allen, Ward 2 Councilwoman Janataka Hughley-Holmes, Ward 3 Councilwoman Leigh Whatley, Ward 4 Councilman Chuck Beams and Ward 5 Councilman Todd Rauch wish to appropriate \$300.00 each from their respective discretionary funds to assist with The Curtis House’s 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 \$1,500.00 to assist with the Teen Hub Program in collaboration with The Curtis House.

2. That the Mayor and the Controller are hereby authorized to transfer the sum of \$300.00 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 providing a safe and constructive environment for Opelika youth.

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 \$1,500.00 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: Monty Newport
1100 Cedar Creek Drive
Opelika, AL 36801
- DATE - October 9, 2025
Home Phone: (205) 821-4016
Work Phone: _____
Cell Phone: (205) 821-4016
E-Mail: newportmonty@gmail.com
- II. Optional: Gender Female ☒ Male
Race African American ☒ Caucasian
Other _____
- III. Work Experience: See Resume
- IV. Volunteer Experience: See Resume
- V. Interest, Skills, Hobbies: Pickleball, Fishing, Golf, Youth Sports.
- VI. Reasons for Volunteering: I have made an investment living in Opelika. I would like to use my experience and skills to help the city move forward toward protecting and enhancing that value.
- VII. Availability (days/hours): Open
- VIII. Board(s) or Committee(s) interested in: Education, Economic & Industrial Development, Planning Commission, Utilities, Park and Recreation.

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.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
606 Dogwood Ave, Parcel # 43-10-04-18-3-001-080.000**

WHEREAS the weed nuisance growing upon or in front of the property located at 606 Dogwood Ave parcel no. 080.000 has been removed as provided for and required by law: and

WHEREAS the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 606 Dogwood Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th of July 2026 at 6:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$ 441.36 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit 606 Dogwood Ave , Parcel no. 080.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-3-001-080.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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



CODE COMPLIANCE
600 Fox Trail
Opelika, AL 36801
334.705-5480 (f)334.705.2480
www.opelika-al.gov

WEED ABATEMENT INVOICE

Date: 5/25/2026

To: MILFORD & NOVE RUFF
4031 ELDER LANE
TALLAHASSEE, FL 3230

Parcel # 10-04-18-3-001-080.000

On 5/13/2026 , in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 6/10/2026 . Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax and remit the amount to the city.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: \$ 420.48

Certified Mail:	\$ 20.88
Regular Mail:	\$ Click or tap here to enter text.
Total:	\$ 441.36

RESOLUTION NO. _____

**RESOLUTION APPROVING EMERGENCY RESPONSE, RESCUE AND
AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA; COUNTY OF LEE; CITY OF AUBURN, ALABAMA AND THE EAST
ALABAMA HEALTH CARE AUTHORITY D/B/A EAST ALABAMA EMS LLC**

WHEREAS, the safety of citizens is of the utmost importance to all levels of state and local government; and

WHEREAS, the City of Opelika, Alabama (the “City”), County of Lee (the “County”), the City of Auburn, Alabama, (“Auburn”) and The East Alabama Health Care Authority, d/b/a East Alabama EMS LLC (“EAHCA”), desire to enter into an Emergency Response, Rescue and Ambulance Service Agreement (the “Agreement”) and a Supplemental Agreement to Emergency Response, Rescue and Ambulance Service Agreement (the “Supplemental Agreement”), in order to provide prompt and adequate routine, convalescent and emergency ambulance service for the sick, lame and injured for the citizens of Lee County, Alabama; and

WHEREAS, the City has established an Advanced Life Support Ambulance Service through its Fire Department (“ALS”) for the primary purpose of providing the above services to its residents; and

WHEREAS, EAHCA and the City have determined that it is necessary to agree to certain terms in addition to the terms contained in the Agreement for the fair and equitable administration of the Agreement to account for services provided by the City’s ALS ambulance service; and

WHEREAS, pursuant to the laws of the State of Alabama, municipalities are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or human-made disaster and/or other emergency; and

WHEREAS, the proposed Agreement and Supplemental Agreement have been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement and Supplemental Agreement.

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

1. That the proposed Emergency Response, Rescue and Ambulance Service Agreement to be entered into by and among the City of Opelika, County of Lee, City of Auburn and The East Alabama Health Care Authority, d/b/a East Alabama EMS LLC, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby accepted, approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the proposed Supplemental Agreement to Emergency Response, Rescue and Ambulance Service Agreement to be entered into by and between the City of Opelika and The East Alabama Health Care Authority, d/b/a East Alabama EMS LLC, a copy of which is attached hereto and marked Exhibit “B”, be and the same is hereby accepted, approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Supplemental Agreement.

3. That the Mayor is hereby authorized and directed to execute and deliver said Agreement and Supplemental Agreement in the name and on behalf of the City.

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 cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement and Supplemental Agreement.

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

STATE OF ALABAMA

**COUNTY OF LEE
CITY OF OPELIKA
CITY OF AUBURN**

EMERGENCY RESPONSE, RESCUE, AND AMBULANCE SERVICE AGREEMENT

This Agreement is made and entered into by and between the COUNTY OF LEE, a Governmental Organization of Lee County, Alabama, hereinafter referred to as "COUNTY"; the CITY OF OPELIKA, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "OPELIKA"; the CITY OF AUBURN, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "AUBURN"; and THE EAST ALABAMA HEALTH CARE AUTHORITY d/b/a EAST ALABAMA EMS LLC, an Alabama Corporation, hereinafter referred to as the "HOSPITAL". The COUNTY, OPELIKA, and AUBURN collectively will hereinafter be referred to as the "GOVERNMENTS".

WITNESSETH

WHEREAS, the governing bodies of the GOVERNMENTS have determined that it is necessary for the protection of the health and welfare of the citizens of Lee County, Alabama, that "Emergency Response", "Routine Response", "Rescue Service" and "Ambulance Transport Services" be afforded, and in furtherance thereof they be desirous of providing prompt and adequate routine, convalescent and emergency ambulance service for the sick, lame and injured of Lee County; and

WHEREAS "Emergency Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS "Routine Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from regular dispatch and or other non-emergency personal calls; and

WHEREAS "Rescue Service" is defined as: the primary "first responder unit" that arrives at the call location and renders needed first aid and extricates the patient from any entrapments. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS "Ambulance Transport Service" is defined as: the ability to respond, evaluate, transport and deliver the patient to a destination. This requires a vehicle equipped with a patient compartment and stretcher and licensed by the State of Alabama; and

WHEREAS "Ambulance" is defined as: a motor vehicle used for the transporting of persons who are wounded, injured, ill or sick. This motor vehicle will meet or exceed the

Ambulance Vehicle Specifications as defined by the State of Alabama Bureau of Environmental and Health Service Standards. (Section 420-2-1-1.04); and

WHEREAS, HOSPITAL currently provides an Emergency Medical Service, hereinafter referred to as "EMS" which consists of Routine Response, Emergency Response, and primary Ambulance Transport Service for the Cities of Auburn and Opelika, and Lee County; and

WHEREAS the GOVERNMENTS are desirous of the HOSPITAL to provide Emergency Response, Routine Response, and primary Ambulance Transport Services for Lee County.

NOW, THEREFORE, in furtherance of the foregoing recitals and in consideration of the sum of money hereinafter stipulated to be paid by the GOVERNMENTS to HOSPITAL, the services to be rendered by HOSPITAL and in consideration of the mutual covenants and agreements of the parties herein contained, said parties do covenant, agree and contract as follows:

AGREEMENTS

SERVICES – HOSPITAL

1.1 SERVICES. HOSPITAL will provide Routine Response, Emergency Response, and primary Ambulance Transport Services for the GOVERNMENTS. HOSPITAL may also provide Rescue Service outside the police jurisdiction of OPELIKA and AUBURN. HOSPITAL will provide these services twenty-four (24) hours per day, 365 days per year.

1.2 PERSONNEL. HOSPITAL will provide Emergency Medical Technician(s) (EMT), sufficient to staff each ambulance, each of whom will be trained in accordance with the minimum training standards set forth by the State of Alabama and will be so certified either as an EMT-Basic, EMT-Intermediate, or EMT-Paramedic. Hospital should provide, at a minimum, one EMT-Paramedic and one other EMT for all calls to which each ambulance responds.

1.3 AMBULANCES. HOSPITAL will have ambulances, staffed with appropriate levels of Emergency Medical Technicians available for the GOVERNMENTS service, twenty-four (24) hours per day, seven (7) days per week.

1.4 MANAGEMENT. Management of the Services will be handled by the HOSPITAL's Emergency Medical Services Department. Day-to-day operations will be supervised by the Director of the Emergency Medical Services Department along with shift supervisors.

SERVICES

2.1 AUTHORIZATION. The GOVERNMENTS do hereby authorize HOSPITAL as the primary provider of "EMS services" (Emergency Response and Rescue Services), except as noted in Section 5.1, within the Lee County limits. Moreover, the GOVERNMENTS do grant HOSPITAL a non-exclusive license to provide Routine Response and Ambulance Transport Services within the Lee County limits.

REGULATIONS

3.1 TRAFFIC LAWS. HOSPITAL will always comply with the traffic laws and ordinances applicable to and which may be in force in Lee County.

3.2 911 RESPONSE. The GOVERNMENTS do hereby require HOSPITAL to respond to all 911 calls in Lee County with an Advanced Life Support (ALS) Ambulance.

3.3 EMS REGULATIONS. HOSPITAL will comply with all laws, rules and regulations applicable to Emergency Response, Routine Response, Rescue Services and Ambulance Transport Services of the City, County, State of Alabama, and United States and particularly the rules and regulations of the State of Alabama, Department of Public Health, as the same now exists or may hereafter be amended.

TERM

4.1 CONTRACT TERM. The term of this Agreement shall commence on the 1st day of October 2025 and shall be effective for a period of one (1) year and shall automatically renew each year on the 30th day of September for a twelve (12) month term. Parties may elect to terminate or amend the terms of this agreement with sixty (60) days written notice prior to the end of each term. This Agreement may also be terminated as follows:

4.2 TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE. Notwithstanding any other provision of this Agreement, in the event of enactment, adoption or promulgation of legislation, rules or regulations by the State, Local, or Federal government, or the Agencies or Departments of either of them which, during the term of this Agreement, requires substantial increased expenditures by HOSPITAL in order to comply with such legislation, rules or regulations, HOSPITAL shall immediately notify GOVERNMENTS in writing of such legislation, rule or regulation, and provide information concerning the anticipated increased costs. The parties shall then, during a period of ninety (90) days after such notice, negotiate a new Agreement or an amendment to this Agreement to cover such increased costs. If the parties are unable to agree, either party may cancel this Agreement by giving ninety (90) days' notice of cancellation in writing to the other party.

4.3 TERMINATION BY FAILURE TO PERFORM. Either party may terminate this Agreement upon the failure of the other party to comply with, or cure any breach or default of any material term, condition or covenant of this Agreement within thirty (30) days after written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party.

4.4 GENERAL TERMINATION. Either party may terminate this Agreement at any time with or without cause and without penalty, by giving the other party one hundred twenty (120) days prior written notice at any time during the term of this Agreement or any extension or renewal. If the governments terminate this agreement, each agrees to compensate the Hospital based on the settling up process noted below in Section 5.1.

COMPENSATION AND FINANCIAL

5.1 OPERATIONS AMOUNT. GOVERNMENTS each agree to pay HOSPITAL \$614,446 payable in quarterly installments of \$153,611.50 for Emergency Response, Routine Response, primary Ambulance Transport Services, and Rescue Services, except Opelika who agrees to provide its own rescue services. If at the end of its fiscal year, East Alabama EMS's 911 net income is greater than 1%, then it will pay excess profit margin back to the GOVERNMENTS in equal amounts, assuming subsidies have been paid in full.

5.2 CAPITAL AMOUNT. GOVERNMENTS each agree to pay HOSPITAL \$17,748.00 payable in quarterly installments of \$4,437.00.

5.3 PAYMENT DATE. GOVERNMENTS agree to issue the above quarterly payment within ten (10) days following the end of each quarter, in a routine manner, without need for invoices.

5.4 REVENUE. The HOSPITAL will bill patients and insurance companies for Ambulance Transport Services. HOSPITAL will retain all monies collected from these billings.

5.5 ALLOCATION. Revenues, contractual discounts, subsidies, operational expenses and capital expenses shall be allocated to the GOVERNMENTS based on actual use of the Lee County EMS service, either direct or back-up calls. This allocation pertains to bookkeeping procedures only. It does not affect the amount paid by GOVERNMENTS to HOSPITAL.

5.6 RECORDS. HOSPITAL should keep and maintain records reflecting all calls made and received, and an accurate record of the costs and expenses in the operation of EMS Service.

5.7 BUDGET. Within sixty (60) days prior to the termination of this Agreement, HOSPITAL shall provide to the GOVERNMENTS an operating and capital budget which accurately and fairly projects the financial operation of the EMS 911 Service for the next fiscal year.

5.8 INCOME STATEMENT. HOSPITAL shall provide the GOVERNMENTS with an annual income statement, which accurately reflects the financial condition of the EMS Service at September 30th. This income statement shall be delivered to GOVERNMENTS within one hundred fifty (150) days after the year end.

INDEPENDENT CONTRACTOR

6.1 HOSPITAL. In the performance of the work, duties and obligations evolving upon it under this Agreement, it is mutually understood and agreed that HOSPITAL is at all times acting and performing as an independent contractor; that GOVERNMENTS, shall neither have nor exercise control or direction over the methods by which HOSPITAL provides the work and services except that HOSPITAL, by this Agreement, agrees to perform the said work and services at all times in strict accordance with currently approved methods and that the sole interest of the GOVERNMENTS is to assure that said services shall be performed and rendered in a competent, efficient, and satisfactory manner.

6.2 HOSPITAL EMPLOYEES. HOSPITAL's employees shall not be deemed to be employees of the GOVERNMENTS and shall not act in an Agency capacity for GOVERNMENTS and shall not be entitled to any benefits provided by GOVERNMENTS to its employees, including, but not limited to vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits of any kind.

INSURANCE

7.1 WORKERS' COMPENSATION INSURANCE. HOSPITAL will, at HOSPITAL's expense, obtain and maintain appropriate workers' compensation coverage for HOSPITAL's employed personnel.

7.2 PROFESSIONAL LIABILITY INSURANCE. HOSPITAL will, at HOSPITAL's expense, carry professional and comprehensive general and liability insurance covering HOSPITAL, its employed personnel and vehicles, in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate during the term of this Agreement and an appropriate term thereafter. The deductible for the ambulance liability is \$5,000.00 and the deductible for the professional liability is \$50,000. Failure to obtain or maintain coverage will be cause for immediate termination of this Agreement.

7.3 INSURANCE COPIES AND CERTIFICATES. HOSPITAL will furnish copies to GOVERNMENTS, if requested by GOVERNMENTS, of each insurance policy and shall furnish copies of all amendments and renewals to each policy so long as this Agreement is in effect. HOSPITAL will additionally cause to be issued by such insurer or insurers a certificate thereof reflecting such coverage and shall instruct and obtain the consent of such insurer or insurers to provide prior written notice to GOVERNMENTS of the cancellation or proposed cancellation thereof for any cause.

GENERAL

8.1 APPLICABLE LAW. This Agreement shall be governed and construed under the laws of the State of Alabama.

8.2 SEVERABILITY. In the event that any of the provisions or portions of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, and portions thereof, shall not be affected thereby.

8.3 WAIVER. The failure by either party hereto to act with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of this Agreement, regardless of the non-breaching party's knowledge of such preceding breach at the time of acceptance of such performance.

8.4 ASSIGNMENT. HOSPITAL will not assign or transfer its interest in this Agreement or delegate its duties and responsibilities hereunder without the written consent of the GOVERNMENTS.

8.5 COMPLETE AGREEMENT. This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof, and no other prior agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

8.6 AMENDMENT. This Agreement may be amended at any time upon mutual consent of parties. Furthermore, all amendments must be in writing and signed by the parties.

8.7 FORCE MAJEURE. If either of the parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by Force Majeure, said parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

8.8 LEGAL FEES. In the event either party elects or incurs legal expenses to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

8.9 SUPERSEDING OF PRIOR AGREEMENT(S). This Agreement shall supersede any and all other agreements (written and/or oral) between HOSPITAL and GOVERNMENTS relating to Emergency Response, Routine Response, Ambulance Transport Services and Rescue Services.

NOTICES

9.1 NOTICES. All notices hereunder shall be in writing, delivered personally or by certified or registered postal mails and shall be deemed given when delivered personally or when deposited in the United States Mail, addressed as below and with proper postage affixed.

TO HOSPITAL: Laura Grill
 President
 East Alabama Healthcare Authority
 2000 Pepperell Parkway Opelika, Alabama 36802

TO GOVERNMENTS:

LEE COUNTY: Jere Colley
 Lee County Probate Judge
 Lee County Court House
 215 South 9th Street
 Opelika, Alabama 36801

CITY OF OPELIKA: Eddie Smith
 Mayor of Opelika
 Opelika City Hall

204 South 7th Street
Opelika, AL 36801

CITY OF AUBURN: Megan McGowen Crouch
City Manager City of Auburn
144 Tichenor Ave., Suite 1
Auburn, Alabama 36830

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IN WITNESS WHEREOF, the parties represent that they have full authority to execute this Agreement and have executed this Agreement in multiple originals as of the _____ day of _____ 2025.

THE EAST ALABAMA
HEALTH CARE AUTHORITY:

Laura Grill

Laura Grill
President

Sam Price

Samuel A. Price, Jr.
Vice President Finance

Roben Casey

Roben Casey
General Counsel

CITY OF AUBURN:

Megan McGowen Crouch

Megan McGowen Crouch
City Manager

GOVERNMENTS:
LEE COUNTY:

Jere Colley
Probate Judge

Blake Beck
Chief Operating Officer

CITY OF OPELIKA:

Eddie Smith
Mayor

Russell A Jones
City Clerk

STATE OF ALABAMA

CITY OF OPELIKA

**SUPPLMENTAL AGREEMENT TO EMERGENCY RESPONSE,
RESCUE AND AMBULANCE SERVICE AGREEMENT**

This Supplemental Agreement to the Emergency Response, Rescue, and Ambulance Service Agreement ("Agreement") is executed contemporaneously with the Emergency Response, Rescue, and Ambulance Service Agreement ("Service Agreement") and is made and entered into by and between the CITY OF OPELIKA, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "OPELIKA"; and THE EAST ALABAMA HEALTH CARE AUTHORITY d/b/a EAST ALABAMA EMS, LLC, an Alabama corporation, hereinafter referred to as the "HOSPITAL".

WITNESSETH

WHEREAS, HOSPITAL is a wholly owned subsidiary of The East Alabama Health Care Authority, an Alabama non-profit corporation;

WHEREAS, OPELIKA has established an Advanced Life Support Ambulance Service through its Fire Department ("ALS") for the primary purpose of providing those services to its residents; and

WHEREAS, HOSPITAL and OPELIKA have determined that it is necessary to agree to certain terms in addition to the terms contained in the Agreement for the fair and equitable administration of the Agreement to account for services provided by OPELIKA'S ALS ambulance service.

NOW, THEREFORE, in furtherance of the foregoing recitals and in consideration of the sum of money hereinafter stipulated to be paid by HOSPITAL to OPELIKA, the mutual covenants and agreements of the parties contained herein and in the Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, said parties do covenant, agree and contract as follows:

AGREEMENTS

CREDITS AND REIMBURSEMENTS TO OPELIKA

1.1 CREDIT FOR OPELIKA FIRE DEPARTMENT SERVICES. OPELIKA will receive a reimbursement from HOSPITAL in the amount of Two Hundred Eighty-Two and 22/100 Dollars (\$282.22) for each medical transport as described in Section 1.4, below; provided, however, that unless earlier terminated in accordance with the terms herein, upon the twelve (12) month anniversary of this Agreement and each anniversary thereafter, the parties agree to negotiate, in good faith (which shall include reasonable consideration of patient payor mixes in Lee County, Alabama), an adjustment to the reimbursement provided in this Section 1.1.

1.2 CALCULATION AND BILLING OF REIMBURSEMENT. The total amount of reimbursement due to OPELIKA will be calculated on the last day of each quarter in which the Agreement is in effect. Within the first fifteen (15) days of the beginning of each quarter, OPELIKA shall provide HOSPITAL with an invoice indicating the total amount of reimbursement due for the immediately preceding quarter.

1.3 PAYMENT OF REIMBURSEMENTS TO OPELIKA. HOSPITAL shall pay the total amount due to OPELIKA within thirty (30) days of the later of: (a) the date on which OPELIKA'S invoice is received by HOSPITAL; and (b) the date in which any and all disputed charges are resolved between OPELIKA and HOSPITAL.

1.4 REIMBURSABLE MEDICAL TRANSPORTS. The medical transports conducted by OPELIKA'S Fire Department and HOSPITAL'S responses to emergency calls within the police jurisdiction of OPELIKA which shall result in a reimbursement to OPELIKA in accordance with Section 1.1 are as follows:

- a. Any transport conducted when HOSPITAL advises that there is no ambulance available at the time of notification, or
- b. Any transport conducted when HOSPITAL'S response is greater than twenty (20) minutes after OPELIKA ALS's arrival at the scene of a dispatch for transportation of all patients and immediate transportation is in the best interest of the patient(s); or
- c. Any transport conducted when a HOSPITAL EMS supervisor requests assistance in transporting patients; or
- d. Any transport from a motor vehicle accident where the total number of patients exceeds the transportation capacity of HOSPITAL's EMS, as determined and communicated by HOSPITAL EMS's supervisor; or
- e. To the extent mutually agreed upon as a reimbursable transport, HOSPITAL requests OPELIKA's ALS outside of the coverage area (which shall include no less than the police jurisdiction of OPELIKA); or
- f. So long as OPELIKA has provided prior notice to HOSPITAL as is reasonable under the circumstances, any transport by OPELIKA ALS when its reasonable, good faith determination is such that the transport by OPELIKA ALS is in the best interest of the patient. OPELIKA ALS must communicate as such with HOSPITAL EMS supervisor.

1.5 NON-REIMBURSABLE MEDICAL TRANSPORTS. OPELIKA shall have no right to payment and HOSPITAL shall have no obligation to pay for any medical transports that are (a) completed by OPELIKA at its sole discretion, including but not limited to transports of Employees of the City of Opelika, or (b) completed by OPELIKA under circumstances other than as described in Section 1.4, above.

GENERAL

2.1 HOSPITAL AS PRIMARY EMS PROVIDER. HOSPITAL and OPELIKA hereby acknowledge and agree that, in relation to both the Service Agreement and this Agreement, HOSPITAL remains the primary Ambulance Transport Services (as defined in the Service Agreement) for Lee County, Alabama. Further, HOSPITAL and OPELIKA acknowledge that no representation is made by OPELIKA that its ALS Ambulance Service will be provided twenty-four (24) hours per day, 365 days per year and that the EMS Service provided by OPELIKA shall be considered as a supplemental medical transport service.

2.2 ADVANCED LIFE SUPPORT AMBULANCES. Subject to force majeure, HOSPITAL shall provide, at a minimum, two (2) Advanced Life Support Ambulances for 911 calls from within OPELIKA twenty-four (24) hours per day, 365 days per year; provided, however, HOSPITAL shall have no liability or obligation to provide any Advanced Life Support Ambulances for 911 calls from within OPELIKA in the exceptional instance when unforeseeable circumstances require all of HOSPITAL's Advanced Life Support Ambulances for 911 calls to respond to calls elsewhere within Lee County. HOSPITAL EMS supervisors shall communicate as promptly as is reasonable under the circumstances any situation where they anticipate not being able to provide the Advanced Life Support Ambulances for 911 calls within OPELIKA as is contemplated by this Section 2.2.

2.3 AGREEMENT EFFECT. This Agreement shall be construed as a supplemental agreement to the Service Agreement as between OPELIKA and HOSPITAL and shall not be adversely affected by the Complete Agreement clause in Section 8.5 of the Service Agreement.

2.4 CONFLICT OF PROVISIONS. To the extent that any provision of this Agreement conflicts with any provision of the Service Agreement, the terms of this Agreement shall control as between HOSPITAL and OPELIKA.

2.5 REMAINING TERMS OF THE AGREEMENT. All terms conditions, and other portions of the Service Agreement that are not specifically amended by this Agreement shall remain in full force and effect as between HOSPITAL and OPELIKA are hereby ratified and confirmed.

2.6 INDEPENDENT CONTRACTOR. Nothing in this Agreement or the Service Agreement shall be construed or interpreted as a joint venture, partnership or any similar arrangement between OPELIKA and HOSPITAL, it being understood that the only relationship created by this Agreement is that of an independent contractor and principal and all other relationships are hereby disclaimed.

2.7 TERM. The term of this Agreement shall commence on the 1st day of October 2025 and shall be effective for a period of one (1) year and shall be automatically renew each year on the 30th day of September for a twelve (12) month term. Parties may elect to terminate or amend the terms of this Agreement with sixty (60) days written notice prior to the end of each term. This Agreement may also be terminated as follows:

- a. Notwithstanding any other provision of this Agreement, in the event of the enactment, adoption or promulgation of legislation, rules or regulations by the any state, local, or

federal government, or the agencies or departments of any of such bodies, which, during the term of this Agreement, requires substantial increased expenditures by HOSPITAL in order to comply with such legislation, rules or regulations, HOSPITAL shall immediately notify OPELIKA in writing of such legislation, rule or regulation, and provide information concerning the anticipated increased costs. The Parties shall then, during a period of ninety (90) days after such notice, negotiate a new Agreement or any amendment to this Agreement to cover such increases costs. If the parties are unable to agree, either party may cancel this Agreement by giving ninety (90) days' notice of cancellation in writing to the other party.

- b. Either party may terminate this Agreement upon the failure of the other party to comply with or cure any breach or default of any material term, condition or covenant of this Agreement within thirty (30) days after written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party.
- c. Either party may terminate this Agreement at any time with or without cause and without penalty, by giving the other party one hundred twenty (120) days prior written notice at any time during the term of this Agreement or any extension or renewal.
- d. This Agreement shall automatically terminate effective as of the date that the Service Agreement is terminated.

2.8 COMPLIANCE. The parties acknowledge and agree that the amounts payable and economic benefits provided under or in connection with this Agreement (collectively, the "Consideration") (i) are commercially reasonable, and (ii) are the result of arm's-length bargaining between the parties. The parties further acknowledge and agree that the Consideration (i) has not been determined in a manner that takes into account, directly or indirectly, the volume or value of any referrals, admissions, orders, purchases, or other business generated between the parties or any of their respective affiliates, employees, or medical staff members, (ii) is not conditioned on the requirement that either party make or receive referrals or other business to or from the other party, and (iii) is not intended by either party to induce, reward, or otherwise influence referrals or the purchasing, leasing, ordering, arranging for, or recommending of any item or service reimbursable under any federal health care program or other third-party payor. If either party reasonably determines, based on advice of counsel or compliance review, that consummation of the transaction on the terms of this Agreement are reasonably likely to (i) violate or create unacceptable risk under applicable federal or state fraud and abuse laws (including the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and physician self-referral law (Stark Law), 42 U.S.C. § 1395nn, and their implementing regulations), or (ii) fail to meet an applicable exception or safe harbor that the parties intend to rely upon, then the parties will promptly confer in good faith to amend this Agreement to the minimum extent necessary so that the transaction may be consummated in a compliant manner, including by adjusting the Compensation to fair market value. If the parties are unable to reach written agreement on a compliant amendment within sixty (60) days after the initial notice of such noncompliance, either party may immediately terminate this Agreement by written notice. Nothing in this Agreement requires either party to make or receive referrals or otherwise generate business for the other.

IN WITNESS WHEREOF, the parties represent that they have full authority to execute this Agreement and have executed this Agreement in multiple originals as of the _____ day of _____ 2026.

THE EAST ALABAMA
HEALTH CARE AUTHORITY:

CITY OF OPELIKA:

Laura Grill
President

Eddie Smith
Mayor

Samuel A. Price, Jr.
Vice President Finance

Roben Casey
General Counsel

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.

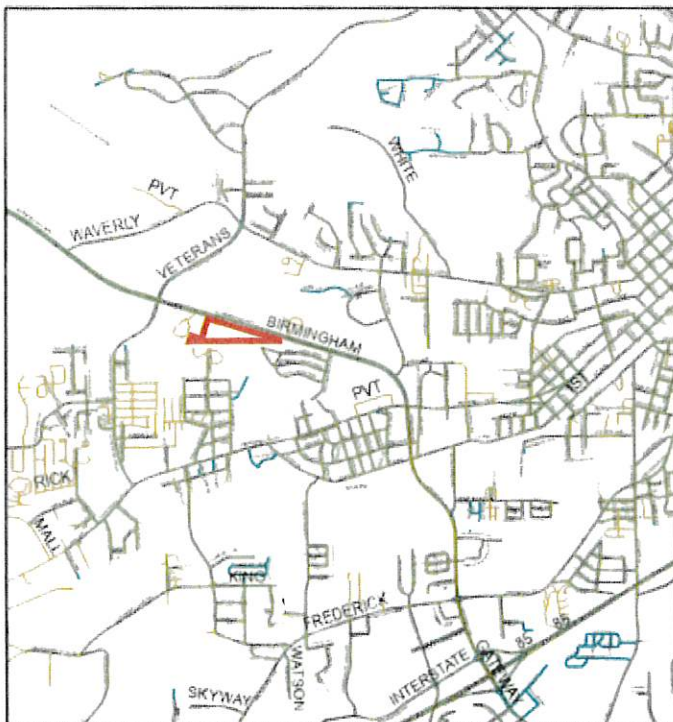
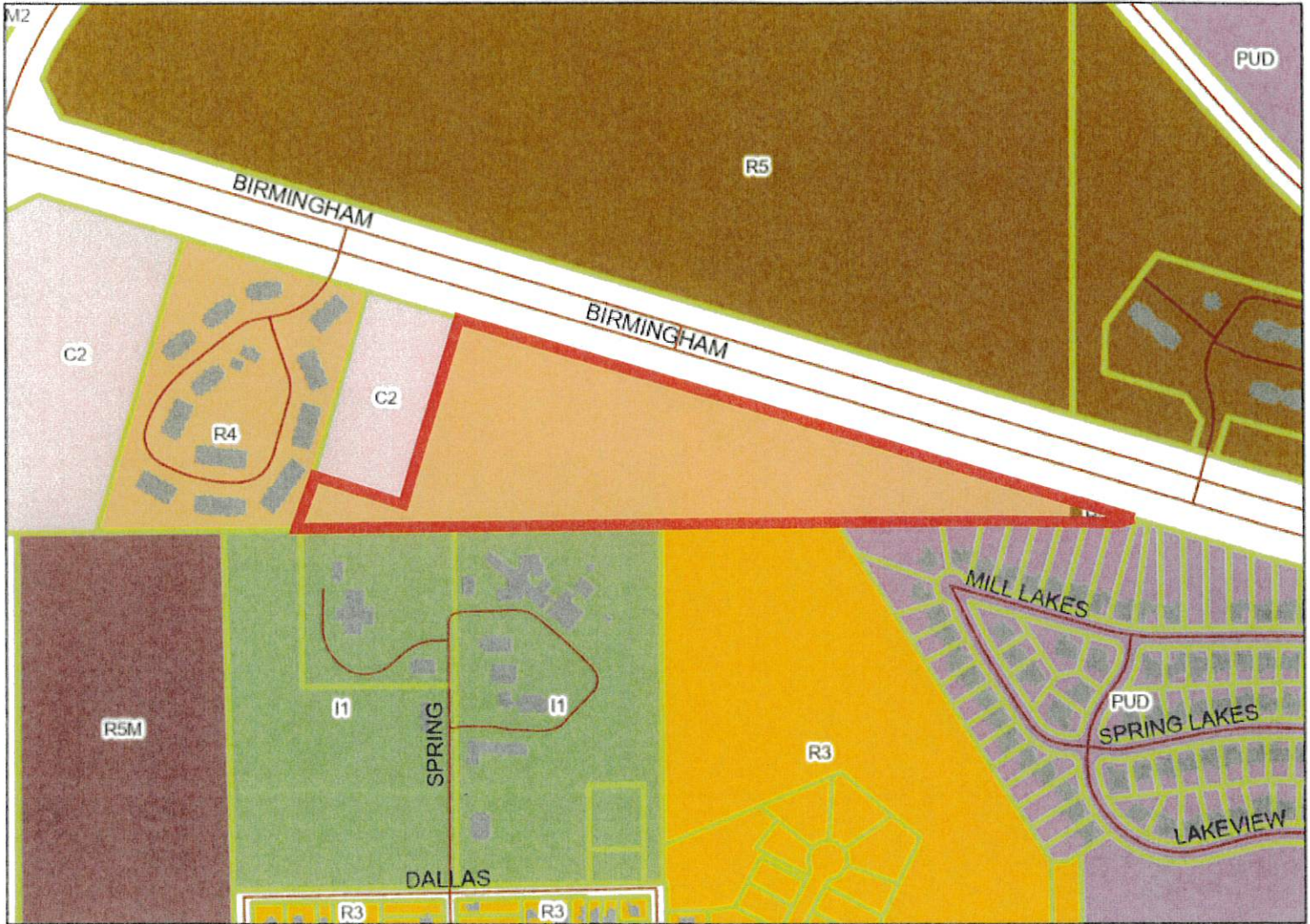
Staff Recommendation

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



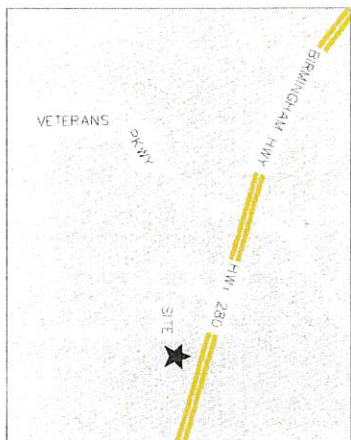
The applicant is requesting rezoning 18.3 acres from R-4 to C-3, GC-P for commercial uses. The property is accessed from Birmingham Highway.



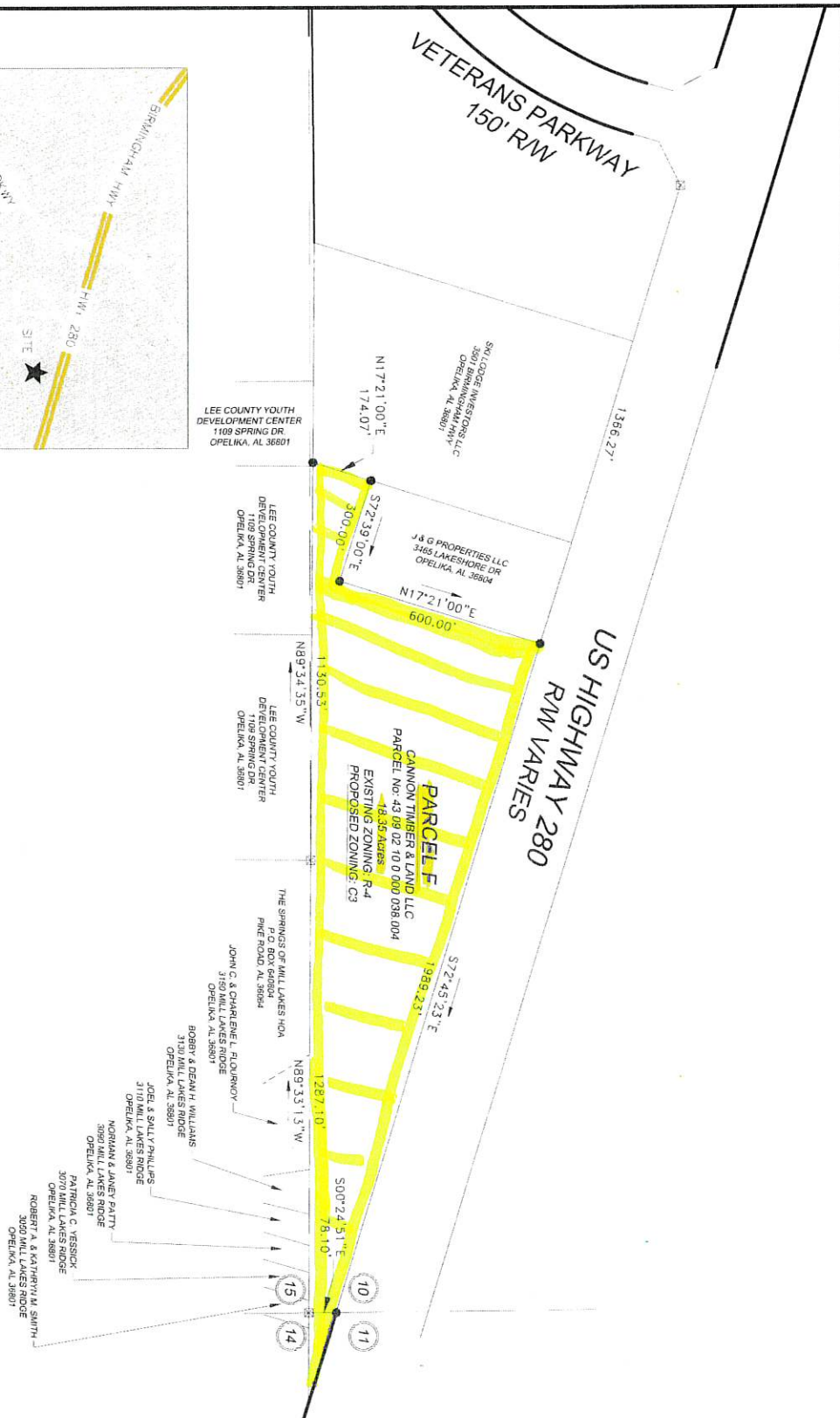
Subject Property

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.

VICINITY MAP



REV	DATE	DESCRIPTION



DRAWN BY: MB
CHECKED BY: MOS
FILE NO.: 26-053
DATE: 02/25/2026
SCALE: 1"=300'

SHEET: 1 OF: 1

REZONING MAP
FOR
PARCEL F
THE PERRYMAN HILL PLACE

SECTION 10 T-19 N
R-26-E

LEE COUNTY
ALABAMA

STRO°ZI'ER°
SERVICES, LLC

6000 BUSINESS PARK DR - COLUMBUS, GA - 31909 - (706)573-1525

ORDINANCE NO. _____

**ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS
OF THE CITY OF OPELIKA
(Property located at 6571 U.S. Highway 431 North)**

WHEREAS, Ernest Gunn, Jr., Armuriel Gunn Dumas, Collage Dade Gunn Holloway and Mary Ann Gunn (hereinafter referred to as the “Petitioners”) being the owners of the property hereinafter described, heretofore filed a Petition for Annexation (the “Petition”) with the City of Opelika, Alabama, a municipal corporation, a copy of which is attached hereto as Exhibit “A”, requesting the annexation of certain property owned by the Petitioners as more particularly described below; and

WHEREAS, the Petitioners are the owners of all of the lands described in their Petition; and

WHEREAS, the territory to be annexed is contiguous to the existing corporate limits of the City of Opelika and does not embrace any territory within the corporate limits of another municipality, and when annexed into the City of Opelika will form a homogenous part of the City; and

WHEREAS, the City Council of the City of Opelika did find and determine that it is in the best interest of the public that said property be annexed into the City of Opelika and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *Code of Alabama* (1975).

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

Section 1. The City Council of the City of Opelika, finds and declares, as the legislative body of the City of Opelika, that it is in the best interest of the citizens of the City of Opelika, to bring the territory described in Section 2 of this Ordinance into the corporate limits of the City of Opelika.

Section 2. The following described property be, and the same is hereby annexed into the corporate limits of the City of Opelika, Alabama, and the boundary lines and corporate limits of the City of Opelika, Alabama shall be extended, altered and rearranged to include within the corporate limits of the City of Opelika, in addition to the territory now included therein, all the following territory, to wit:

Commencing at the Southwest corner of the Southeast quarter of Section 13, Township 20 North, Range 26 East, thence run North 5 degrees 15 minutes West, 4,159.2 feet; thence run North 02 degrees 06 minutes West, 308.4 feet; thence run North 89 degrees 37 minutes East, 1,070.6 feet to a point along the Northeasterly margin of U.S. Highway No. 431, which point is the point of beginning of the real estate herein to be described and conveyed; from said point of beginning, thence run North 89 degrees 37 minutes East, 409.4 feet; thence run South 48 degrees 21 minutes West, 260.5 feet to a point along the Northeasterly margin of U.S. Highway No. 431; thence run North 51 degrees 35 minutes West, along the Northeasterly margin of said highway, 274.0 feet to the said point of beginning.

The above-described property contains 35,098 square feet, more or less, and is located at 6571 U.S. Highway 431 North (Lafayette Parkway).

Section 3. The Clerk of the City of Opelika is hereby authorized and directed to file with the Probate Judge of Lee County, Alabama, a certified copy of this ordinance, together with a certified copy of the petition of the property owner and the Clerk is further directed to take all necessary and proper steps to perfect the annexation of said territory herein described.

Section 4. This ordinance shall be published as provided by law in a newspaper of general circulation in the City of Opelika, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of the City of Opelika upon publication of this ordinance as set forth in Section 5 above.

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

EXHIBIT A
000215-2026

AGENDA ITEM # _____



PETITION FOR ANNEXATION

PLANNING DEPARTMENT

700 FOX TRAIL

OPELIKA, AL 36801

P:(334) 705-5156 F(334) 705-5159

PC DEADLINE: _____ PC MEETING: _____



SITE ADDRESS: 6571 US Hwy North Opelika Ala. 36801
PROPERTY OWNER: Ernest Gunn Jr., Armuriel Gunn Dumas, College Holloway
Mary Ann Gunn
APPLICANT: Armuriel Gunn Dumas
MAILING ADDRESS: 6571 US Hwy 431 North Opelika Ala. 36801
PHONE NUMBER: (334) 744-4467 FAX NUMBER: _____
EMAIL ADDRESS: dumas.armuriel@gmail.com

PARCEL INFORMATION

Tax Parcel Number: 43 04 06 130 000 006.000
Street Address: 6571 US Hwy 431 North
Current Land Use: Resident Proposed Zoning: _____
Adjacent Zoning Districts (if applicable): North: _____ South: _____ East: _____ West: _____
Description of proposed use: resident
Ownership Configuration: ☐ single parcel/single ownership ☐ multiple parcels/single ownership
☒ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

1. Is this property(s) contiguous with Opelika City limits? yes
2. What is the population of proposed annexed area? _____
3. What is the population by race? ___ White, ☒ Black, ___ Hispanic, ___ Asian, ___ Other
4. How many registered voters reside in proposed annexed area? _____
5. Are there any businesses in proposed annexed area? No

List type of business and location: _____

Proposed Zoning: R-1 Fee: \$250.00 per dwelling or
\$250.00 per business

TOTAL = \$500.00

PAID _____

OWNERS SIGNATURE: Armuriel Gunn Dumas DATE: 4-24-26
(PRINT NAME) Mary Ann Gunn
College Dale Gunn College Dale Gunn - 04-24-26
Ernest Gunn Jr. Ernest Gunn Jr. 4-24-26

REQUIREMENTS

1. Copy of deed of property
2. Copy of legal description of property
3. Following annexation, the property owner is responsible to change the physical address of the property annexed (not just the mailing address). Complete a change of address form provided by the Post Office. Then notify the telephone company about the address change.
4. Fee for Loss of Revenues to Volunteer Fire Department \$250.00

NOTE: Pursuant to Section 8, Act No. 89-390 of the State of Alabama, the County Fire Tax Fee remains in effect for five years after a property is annexed into the Opelika City limits. This State requirement concerns properties with dwellings or commercial improvements not vacant land. After five years, a Fire Tax Fee will not be collected. The Fire Tax Fee is \$50 per year for properties with dwellings (5 yrs. = \$250) or \$50 for properties with commercial improvements, (building) (5 yrs. = \$250). For each annexed property, a check in the amount of \$250/\$250, payable to the City of Opelika, is due when the annexation application, deed, and legal description are submitted. Fee is refundable if annexation is denied.

I hereby request the Opelika Planning Commission to review my annexation application for property located at the (address/general location) 6571 US Hwy 781 North Opelika, AL as described in the legal description submitted. I understand the requirements above that I 369 may be required to provide additional information with my application. The City may require information or waive certain requirements at any time during the annexation process.

Armouriel Gunn Dumas Armouriel Gunn Dumas
Mary Ann Gunn Mary Ann Gunn
Earnest Gunn Jr. Earnest Gunn Jr.
Collage Dale Gunn Collage Dale Gunn Holloway

Signature (owner)

Date 04-24-2026

PETITION FOR ANNEXATION INTO CITY LIMITS OF THE CITY OF OPELIKA PURSUANT TO
THE PROVISIONS OF SECTION 11-42-20, ET SEQ OF THE CODES OF ALABAMA, 1975

STATE OF ALABAMA

LEE COUNTY

TO: THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

Come now the undersigned (hereinafter referred to as the "Petitioners"), being all the property owners of all the land described below, and represent and show unto your Honors as follows:

1. The Petitioners are the owners of the property hereinafter described, which is located and contained within an area contiguous to the corporate limits of the City of Opelika, an incorporated Municipality, situated in Lee County, Alabama, with a population of more than two thousand (2,000) according to the most recent Federal Census, which said property, is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (legal description)

2. There is attached hereto as Exhibit "B" and made a part of this Petition, a MAP of the above-described territory showing its relationship to the corporate limits of said Municipality of which it is proposed to be annexed.
3. The Petitioners certify that they are the owners of all the land within the above-described property.
4. The Petitioners certify that the territory to be annexed is contiguous to the existing corporate limits of the City of Opelika will form a homogenous part of the City.
5. The Petitioners represent and show it will be to the best interest of the City of Opelika and that the public good requires that the above-described territory be annexed into the City of Opelika, Alabama, a Municipal corporation.
6. The Petitioners understand that the city has not committed to provide sanitary sewer service to their property immediately, but will work to provide the service as soon as economically feasible.

WHEREFORE, your Petitioners respectfully pray that the City Council of the City of Opelika adopt an appropriate annexation ordinance assenting to the annexation of the above-described property into said Municipality, and that the corporate limits of the City be extended and rearranged by said ordinances so as to embrace and to include the above-described property as part of the corporate area of said City. The Petitioners further show that such other acts is taken as are necessary or appropriate in order to accomplish the annexation of the above-described territory.

RESPECTFULLY SUBMITTED this the _____ day of _____, _____.

NOTARY SIGNATURES

Before me, _____
a Notary Public in and for said County and State, hereby
certify that _____
whose name is signed to the foregoing petition as
_____[President, Chairman, etc.]
of _____
[Corporation, City], and who is known to me, acknowledged
before me on this date that he executed the same voluntarily
for and as the act of said corporation, being duly authorized
to do so, all on the day they say bears date. Given under
my hand and official seal of office this the
_____ day of _____,

_____, Notary Public

(print name)

(address)

(city, state, zip)
BY: _____
(signature)
ITS: _____
(title)
DATE: _____

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that
Earnest Gunn

whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
24 day of April

Lisa Harrelson
Notary Public
State of Alabama - State at Large
My Commission Expires Jul. 08, 2029

Earnest Gunn Jr.
(Signature)
Earnest Gunn Jr.
(print name)
4201 Grand National Pkwy.
Opelika, Ala. 36801
(mailing address)
DATE: 4-24-26

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that
Armuriel Gunn Dumas

whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
24 day of April

Lisa Harrelson
Notary Public
State of Alabama - State at Large
My Commission Expires Jul. 08, 2029

Armuriel Gunn Dumas
(Signature)
Armuriel Gunn Dumas
(print name)
4371 US Hwy 431 North
Opelika, Ala. 36801
(mailing address)
DATE: 4/24/2026

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that
Collage Dale Gunn

whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
24 day of April

Lisa Harrelson
Notary Public
State of Alabama - State at Large
My Commission Expires Jul. 08, 2029

Collage Dale Gunn
(Signature)
Collage Dale Gunn
(print name)
300 North Uniroyal Rd 64
Opelika Ala. 36804
(mailing address)
DATE: _____

NOTARY SIGNATURES

Before me, _____
a Notary Public In and for said County and State, hereby
certify that _____
whose name is signed to the foregoing petition as
_____[President, Chairman, etc.]
of _____
[Corporation, City], and who is known to me, acknowledged
before me on this date that he executed the same voluntarily
for and as the act of said corporation, being duly authorized
to do so, all on the day they say bears date. Given under
my hand and official seal of office this the
_____ day of _____

Notary Public

(print name)

(address)

(city, state, zip)

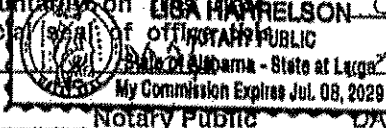
BY: _____
(signature)

ITS: _____
(title)

DATE: _____

I, the undersigned authority, a Notary Public In and for
said County and State, hereby certify that
Mary Ann Gurn
whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on LISA HARMELSON
Given under my hand and official seal of office this
24 day of April

Lisa Harmelson
Notary Public



Mary Ann Gurn
(Signature)
Mary Ann Gurn
(print name)

5020 U.S. Hwy 29 South
Auburn AL 36830
(mailing address)
DATE: 4-24-26

I, the undersigned authority, a Notary Public In and for
said County and State, hereby certify that

whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
_____ day of _____

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

I, the undersigned authority, a Notary Public In and for
said County and State, hereby certify that

whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
_____ day of _____

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

2375 539
Recorded in the Above
DEEDS Book & Page
02-08-2011 02:49:05 PM
Bill English - Probate Judge
Lee County, AL

Grantee's Address:

300 N. University Rd., Lot 64
Opelika, AL 36804

STATE OF ALABAMA)

COUNTY OF LEE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations to the undersigned Grantor, LOUVENIA GUNN, an unmarried woman, in hand paid by JUANITA GUNN BURTON, EARNEST GUNN, JR., MARY ANN GUNN, DAVID GUNN, ARMURIEL GUNN DUMAS, COLLAGE DALE GUNN HOLLOWAY, AND JORDAN GUNN, the receipt and sufficiency of which are hereby acknowledged, I, the said LOUVENIA GUNN, do hereby grant, bargain, sell and convey unto the said JUANITA GUNN BURTON, EARNEST GUNN, JR., MARY ANN GUNN, DAVID GUNN, ARMURIEL GUNN DUMAS, COLLAGE DALE GUNN HOLLOWAY, AND JORDAN GUNN, the following-described real estate, to-wit:

Commencing at the Southwest corner of the Southeast quarter of Section 13, Township 20 North, Range 26 East, thence run North 5 degrees 15 minutes West, 4,159.2 feet; thence run North 02 degrees 08 minutes West, 308.4 feet; thence run North 89 degrees 37 minutes East, 1,070.6 feet to a point along the Northeastly margin of U.S. Highway No. 431, which point is the point of beginning of the real estate herein to be described and conveyed; from said point of beginning, thence run North 89 degrees 37 minutes East, 409.4 feet; thence run South 48 degrees 21 minutes West, 280.5 feet to a point along the Northeastly margin of U.S. Highway No. 431; thence run North 51 degrees 35 minutes West, along the Northeastly margin of said highway, 274.0 feet to the said point of beginning.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, easements, covenants and rights-of-way recorded in the Office of the Judge of Probate of Lee County, Alabama, affecting said above-described real property.

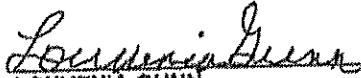
Said lot or parcel of real property was conveyed to Earnest Gunn and Louvenia Gunn herein from Fannie T. Frederick in that certain survivorship warranty deed dated March 5, 1971, of record in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 849, at Page 443.

TO HAVE AND TO HOLD unto the said JUANITA GUNN BURTON, EARNEST GUNN, JR., MARY ANN GUNN, DAVID GUNN, ARMURIEL GUNN DUMAS, COLLAGE DALE GUNN HOLLOWAY, AND JORDAN GUNN, their heirs and assigns in fee simple, forever. And I do, for myself, my heirs, executors and administrators, covenant with the

2070 010
Recorded in the Above
DEEDS Book & Page
02-08-2011 02:49:05 PM
Bill English - Probate Judge
Lee County, AL

said JUANITA GUNN BURTON, EARNEST GUNN, JR., MARY ANN GUNN, DAVID GUNN, ARMURIEL GUNN DUMAS, COLLAGE DALE GUNN HOLLOWAY, AND JORDAN GUNN, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that it is free from all encumbrances unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; and that I will, and my heirs, executors, and administrators shall warrant and defend the same unto the said JUANITA GUNN BURTON, EARNEST GUNN, JR., MARY ANN GUNN, DAVID GUNN, ARMURIEL GUNN DUMAS, COLLAGE DALE GUNN HOLLOWAY, AND JORDAN GUNN, their heirs and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 2nd day of January, 2011.


LOUVENIA GUNN (L.S.)

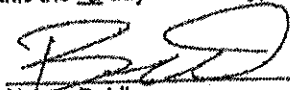
STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that LOUVENIA GUNN, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 2nd day of January, 2011.

(SEAL)




Notary Public (L.S.)
My Commission Expires: _____
My Commission expires June 28, 2014. _____

OFD Deed Tax	60.00
REC Recording Fee	11.00
REC Recording Fee	5.00
Total Fees	\$ 84.00

THIS INSTRUMENT PREPARED BY:
Blake L. Oliver, Esquire
Adams, Umbach, Davidson & White, LLP
Post Office Box 2000
Opelika, Alabama 36803-2000
Telephone: 334/746-6466

CITY OF OPELIKA
Planning Commission Report

Action Requested: Annexation

Location of Property: 6571 Highway 431 (Lafayette Parkway)

Property Owners: Mary Ann Gunn, Earnest Gunn, Jr., Armuriel Gunn Dumas,
College Dade Gunn Holloway

Current Zoning: PJ (Planning Jurisdiction)

Proposed Zoning: R-1

Existing Land Use: Single Undeveloped

Adjacent Zoning/Land Use: North: PJ (Planning Jurisdiction) Undeveloped
South R-1 Single family home, rural
East: R-1, Undeveloped
West: PJ Planning Jurisdiction) Undeveloped

Staff Comments:

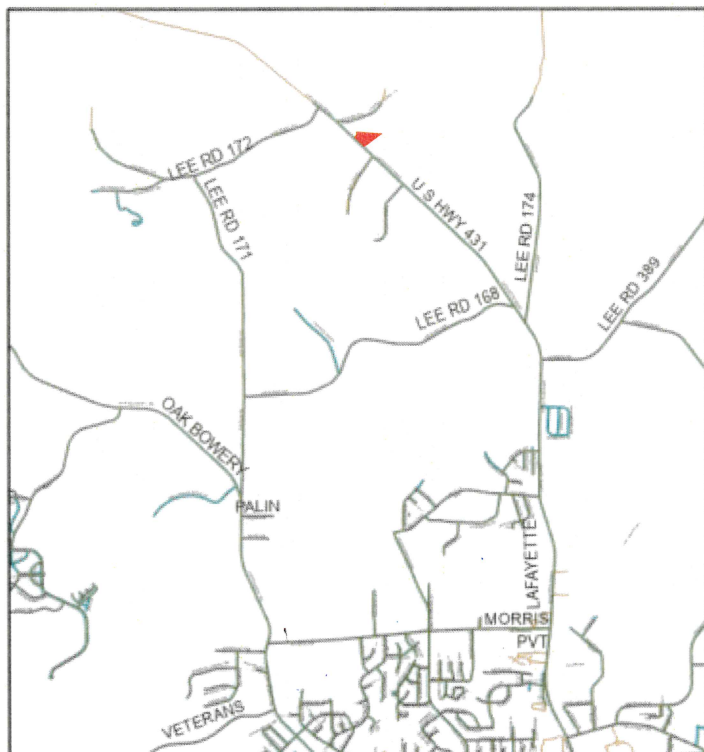
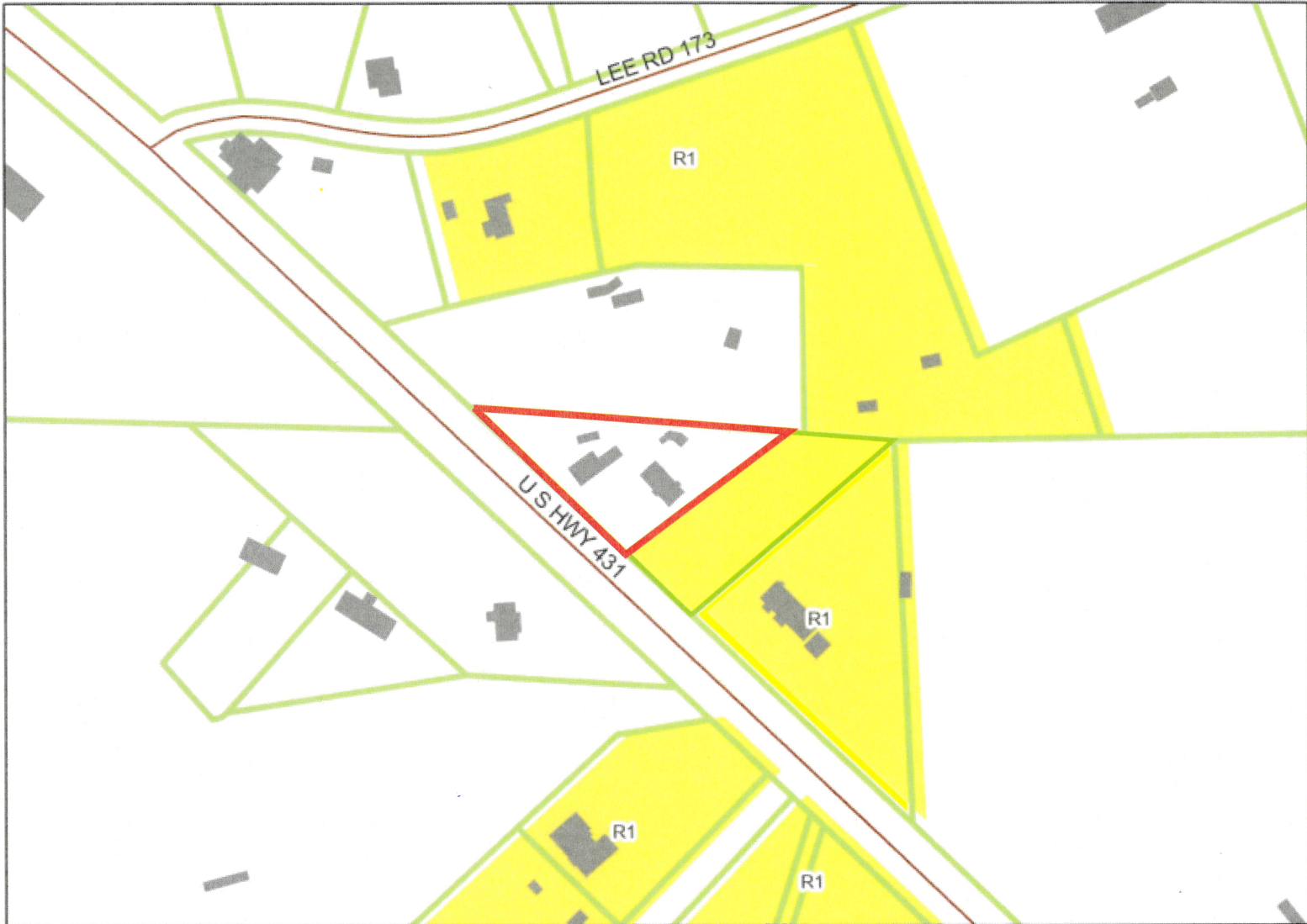
The applicant is requesting to annex a 35,098 square foot lot located on Highway 431 (Lafayette Parkway) into the City limits. The property borders the City limits along the south property line. The property has a 1,400 square foot single family home and a 1,070-sf mobile home. The two dwellings are accessed from one driveway on Lafayette Parkway. The two dwellings are home for six family members. The property owner desires annexation so a grandson can attend Opelika City schools. Properties in Lee County out of the City limits are served by Lee County's volunteer fire department. Annexed properties are served by the City Fire department. Public water and sewer are not available to the annexed property. The two dwellings are served by a well and septic tank.

The Zoning Ordinance provides that annexations are automatically designated as an R-1 (rural, single-family residential) zoning district. If another zone is requested then a public hearing is required. All properties adjacent and near the applicant's property are zoned R-1.

Staff recommends the Planning Commission send a positive recommendation to the City Council to annex the 35,098 square foot lot. An R-1 zone will be assigned to the property.

The Planning Commission voted 5 to 0 to send a positive recommendation to City Council to approve the annexation.

**GUNN, DUMAS, HOLLOWAY ANNEXATION
6571 HIGHWAY 431 (LAFAYETTE PARKWAY)
R-1 ZONE REQUESTED**



The applicants are requesting annexation for one lot at 35,098 square feet. The applicant is requesting a R-1 zoning district.



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.