



**CITY OF OPELIKA
CITY COUNCIL
REGULAR MEETING AGENDA
300 Martin Luther King Blvd.
August 18, 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. Jarel Fryer from Greater Peace Missionary Baptist Church.
4. PLEDGE OF ALLEGIANCE
 1. Russell A. Jones, MMC - City Clerk.
5. ADOPTION OF THE AGENDA
 1. Motion to Adopt the CM Agenda for 08-18-26.
6. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)
 1. Minutes from the 08-04-26 council meeting.
7. UNFINISHED BUSINESS
8. MAYOR COMMENTS AND RECOGNITIONS
 1. City's Financial Summary Report for July 2026.
 2. July 2026 Monthly Building Summary Report.
 3. Recognize the 20 Under Forty Class for 2026-2027.
 4. Recognize Character Council Citizen of Excellent Character.
9. PUBLIC HEARINGS (Limit comments to 3 minutes or less)
 1. Public Hearing - Revocation of Business License at 3040 Capps Way.
10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)

11. CONSENT AGENDA

1. **General Business:** Request Alcohol License - A Joo, LLC. DBA Korean BBQ And Hot Pot - Restaurant Retail Liquor.
2. **General Business:** Request Alcohol License - King426, Inc. DBA King Mart Liquor - Lounge Retail Liquor Class 2 (Package Store).
3. **General Business:** Request for Annual Life Chain Event on 10-04-26.
4. **Resolution:** Designate City Personal Property Surplus and Authorize Disposal.
5. **Resolution:** Expense Reports from Various Departments.
6. **Resolution:** Purchase - 2027 Chevrolet Tahoe Z71 - ED.
7. **Resolution:** Approve Change Order #1 to the 2026 City Wide Resurfacing Contract - ENG.
8. **Resolution:** Approve Contract Renewal for the City-Wide ADA Improvements Project - ENG.
9. **Resolution:** Approve ROW Encroachment Agreement at 314 N 11th Street - PLAN.
10. **Resolution:** Set Date of Public Hearing on Petition to Revoke Certain Business Licenses - 510 Geneva Street, STE 3 & 4 - REV.
11. **Appointment:** Reappoint Jervis Hairston to the Celebrate Alabama Improvement District Board. New Term expires 08-05-2032.
12. **Appointment:** Reappoint Marvin Bolinger to the Celebrate Alabama Improvement District Board. New Term expires 08-05-2032.

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

1. Approve Revocation of Business License at 3040 Capps Way - REV.

15. ORDINANCES

1. Rename JoAnn Drive to Faith Way - 2nd Reading.
2. Amend Section 16-188 of the City Code of Ordinances: School Zone Speed Limit Time for Fox Run School and a School Name Change - 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 - Commitment: an agreement or pledge to do something in the future.
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.

August 4, 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, Mr. Beams, and Mr. Rauch were present. Ms. Whatley was absent.

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

3. INVOCATION

Mr. Fryer provided the invocation.

1. Jarel Fryer from Greater Peace Missionary Baptist Church.

4. PLEDGE OF ALLEGIANCE

Mr. Jones led the Pledge of Allegiance.

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

5. ADOPTION OF THE AGENDA

1. Motion to Adopt the CM Agenda for 08-04-26.

MOTION TO ADOPT THE AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

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

NAYS: None

ABSTAIN: None

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

1. Minutes from the 07-21-26 council meeting.
President Allen stated that a copy of the minutes had been previously received by the council and asked for a motion to approve the minutes. Mr. Rauch made a motion to approve. Ms. Holmes seconded the motion. President Allen then asked if there were any additions, deletions, or corrections to the minutes. President Allen stated, having no corrections, the minutes stand approved.

7. UNFINISHED BUSINESS

8. MAYOR COMMENTS AND RECOGNITIONS

None.

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

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

1. Public Hearing - Weed Abatement Assessment - 505 S 4th Street.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
2. Public Hearing - Weed Abatement Assessment - 901 S 4th Street.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
3. Public Hearing - Weed Abatement Assessment - 814 Donald Avenue.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
4. Public Hearing - Weed Abatement Assessment - 710 Elizabeth Street.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
5. Public Hearing - Weed Abatement Assessment - 1801 S Long Street.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.
6. Public Hearing - Weed Abatement Assessment - 202 Raintree Street.
Mr. Jones presented the public hearing. President Allen opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Allen closed the public hearing.

10. AGENDA-RELATED PUBLIC COMMENTS (Limit comments to 3 minutes or less)
None.

11. CONSENT AGENDA

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

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

MOTION TO APPROVE THE CONSENT AGENDA: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

1. **General Business:** Request Downtown Street Closure - Workout Anytime Family Field Day on 10-03-26.
APPROVED BY UNANIMOUS CONSENT
2. **General Business:** Request Downtown Street Closure - Annual "On The Tracks" Event on 10-09-26.
APPROVED BY UNANIMOUS CONSENT
3. **General Business:** Request Downtown Street Closure - Railyard Concert and Villain's Ball on 10-31-26.
APPROVED BY UNANIMOUS CONSENT
4. **Bid:** Two (2) Automated Side Loader Garbage Trucks with Chassis - OES.
RESOLUTION NO. 155-26
APPROVED BY UNANIMOUS CONSENT
5. **Resolution:** Expense Reports from Various Departments.
RESOLUTION NO. 156-26
APPROVED BY UNANIMOUS CONSENT
6. **Resolution:** Accept Public Infrastructure and Utilities of Cannon Gate Subdivision Phase 3A and 3B - ENG.
RESOLUTION NO. 157-26
APPROVED BY UNANIMOUS CONSENT
7. **Resolution:** Adopt Transportation Plan Pursuant to the Rebuild Alabama Act - ENG.
RESOLUTION NO. 158-26
APPROVED BY UNANIMOUS CONSENT
8. **Resolution:** Annual Authorization to Levy Tax on Property within Opelika.
RESOLUTION NO. 159-26
APPROVED BY UNANIMOUS CONSENT
9. **Resolution:** Amend CDBG PY2025 Action Plan - CD.

RESOLUTION NO. 160-26
APPROVED BY UNANIMOUS CONSENT

10. **Resolution:** Approve CDBG PY2026 Budget & Annual Action Plan - CD.

RESOLUTION NO. 161-26
APPROVED BY UNANIMOUS CONSENT

11. **Resolution:** Request for Approval of a Special Use Permit by Verizon Wireless at 900 Reeder Avenue.

RESOLUTION NO. 162-26
APPROVED BY UNANIMOUS CONSENT

12. **Resolution:** Set Date of Public Hearing on Petition to Revoke Certain Business Licenses - 3040 Capps Way - REV.

RESOLUTION NO. 163-26
APPROVED BY UNANIMOUS CONSENT

13. **Appointment:** Appoint Jeff Neely to the Lee Russell Council of Governments MPO Citizen Advisory Committee. Existing Term expires 11-05-26.

APPROVED BY UNANIMOUS CONSENT

12. GENERAL BUSINESS

13. AWARDING OF BIDS

14. RESOLUTIONS

President Allen asked Mr. Treese to present the resolutions.

1. Weed Abatement Assessment - 505 S 4th Street.

RESOLUTION NO. 164-26
MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

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

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

NAYS: None

ABSTAIN: None

2. Weed Abatement Assessment - 901 S 4th Street.

RESOLUTION NO. 165-26
MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

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

SECONDER: Councilman Ward 5 Todd Rauch

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

NAYS: None

ABSTAIN: None

3. Weed Abatement Assessment - 814 Donald Avenue.

RESOLUTION NO. 166-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

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

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

NAYS: None

ABSTAIN: None

4. Weed Abatement Assessment - 710 Elizabeth Street.

RESOLUTION NO. 167-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

5. Weed Abatement Assessment - 1801 S Long Street.

RESOLUTION NO. 168-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

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

SECONDER: Councilman Ward 5 Todd Rauch

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

NAYS: None

ABSTAIN: None

6. Weed Abatement Assessment - 202 Raintree Street.

RESOLUTION NO. 169-26

MOTION TO APPROVE: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

SECONDER: Councilwoman Ward 2 Janataka Hughley-Holmes

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

NAYS: None

ABSTAIN: None

15. ORDINANCES

President Allen asked Mr. Treese to present the ordinances.

1. Amend Section 16-188 of the City Code of Ordinances: School Zone Speed Limit Times for Opelika City Schools - 1st Reading.

FIRST READING: INTRODUCED

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

President Allen then asked for a motion to suspend the rules to have a second reading. Mr. Rauch made a motion to suspend the rules. Mr. Holmes seconded the motion. There was no discussion and the following vote was recorded:

MOTION TO SUSPEND THE RULES: UNANIMOUS

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

President Allen then asked if there was a motion to approve the ordinance at second reading. Ms. Holmes made a motion to approve. Mr. Rauch seconded the motion.

During discussion, Mr. Rauch asked Mr. Jones to read each school zone speed limit time changes for everyone and Mr. Jones did so.

The following vote was then recorded:

ORDINANCE NO. 024-26

SECOND READING AND APPROVED: UNANIMOUS

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

2. Rename JoAnn Drive to Faith Way - 1st Reading.

FIRST READING: INTRODUCED

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

16. APPOINTMENTS

17. SECOND ROSTER OF PUBLIC COMMENTS (Limit comments to 3 minutes or less)
None.

18. ADJOURN

The City Council meeting minutes of August 4, 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 - Commitment: an agreement or pledge to do something in the future.
President Allen read the character trait of the month and asked for a motion to adjourn.
2. Motion to Adjourn.

MOTION TO ADJOURN: UNANIMOUS

RESULT: Passed

MOVER: Councilman Ward 5 Todd Rauch

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

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

NAYS: None

ABSTAIN: None

The council meeting ended at 06:14 pm.



BUILDING INSPECTIONS

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

Monthly Permits for July 2026

Work & Repair On Buildings

Building Repairs	Commercial	Residential
Building Repairs	5	11
Plumbing Upgrades	0	4
Electrical Upgrades	2	10
Mechanical Upgrades	2	12
Reroofs And Roof Repairs	3	19
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	2

Monthly Totals for July

2015	\$	4,340,584.00
2016	\$	12,019,990.00
2017	\$	13,921,378.00
2018	\$	10,392,839.00
2019	\$	7,366,371.18
2020	\$	26,889,523.59
2021	\$	11,200,711.17
2022	\$	24,970,016.03
2023	\$	13,360,679.50
2024	\$	19,202,563.30
2025	\$	16,657,001.11
2026	\$	21,884,890.52

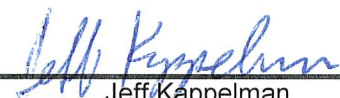
Total Permits Issued

2	New Buildings: Commercial	\$	2,983,333.33
11	Commercial Renovations And Repairs	\$	2,915,920.00
0	Signs	\$	-
52	New Single Family Homes	\$	14,695,367.40
36	Residential Repairs And Renovations	\$	1,290,269.79
0	New Apartment Units	\$	-
0	New Duplex Residences	\$	-

101

Total Permits for July 2026 \$ 21,884,890.52

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector

July 2026



BUILDING INSPECTIONS

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

Fiscal Year To Date Report - 2026

Building Repairs	Commercial	Residential
Building Repairs	31	102
Plumbing Upgrades	9	29
Electrical Upgrades	19	99
Mechanical Upgrades	17	85
Reroofs And Roof Repairs	10	130
Mobile Home Services	0	23
Building Additions/Accessory Structures	7	56

Yearly Totals For Oct. 1st - Sept. 30th	
2016	\$ 127,079,852.00
2017	\$ 166,673,506.00
2018	\$ 111,654,002.74
2019	\$ 111,553,698.66
2020	\$ 171,453,802.96
2021	\$ 193,284,728.31
2022	\$ 320,078,462.26
2023	\$ 250,832,849.07
2024	\$ 337,534,645.79
2025	\$ 196,020,900.99
2026	\$ 298,531,590.90

Total Permits Issued:

25	New Buildings: Commercial	\$ 65,661,600.66
72	Commercial Renovations And Repairs	\$ 30,918,318.55
30	Signs	\$ 366,932.13
709	New Single Family Homes	\$ 164,132,100.35
316	Residential Repairs And Renovations	\$ 9,230,892.21
215	New Apartment Units	\$ 28,061,747.00
4	New Duplex Residences	\$ 160,000.00

1,371

Permit Total Issued for FY 2026

\$ 298,531,590.90


Jeff Kappelman
Chief Building Inspector



Monthly Permit Detail

Jeff Kappelman, Chief Building Official

\$ 21,884,890.52 Total Valuation

Permits Details					
Issue Date	Work Class	Address	Company Name	Valuation	
7/1/2026	New Single Family Detached	82 Merlin St	LOWDER NEW/HOMES INC	\$	388,830.00
7/1/2026	Alteration	1304 Westpoint Pkwy	SERVICEMASTER CLEAN	\$	26,192.00
7/1/2026	Alteration	314 N 8Th St		\$	10,500.00
7/2/2026	Roofs	3211 Turkey Trot Way		\$	30,305.65
7/2/2026	New Single Family Detached	264 Summer St	HOLLAND HOMES LLC	\$	160,080.00
7/2/2026	New	2685 Society Hill Rd Unit: Bldg 3	INGRAM CONSTRUCTION LLC	\$	533,333.33
7/2/2026	Roofs	208 Highland Ave		\$	12,807.77
7/2/2026	New Single Family Detached	828 Hunters Way	Holland Homes	\$	208,408.00
7/2/2026	New Single Family Attached	110 S 8Th St Unit: Ste 201	COMPASS CONSTRUCTION	\$	171,140.00
7/2/2026	New Single Family Detached	1947 Long Leaf Ln	Bc Stone Homes	\$	359,070.50
7/3/2026	Decks	510 Camelot Way	AUBURN DECK CO LLC dba DECKTECH	\$	23,112.21
7/3/2026	Alteration	709 Avenue B	THE OAKMONT COMPANY	\$	67,224.00
7/3/2026	Addition	2302 Heritage Dr	AUBURN DECK CO LLC dba DECKTECH	\$	46,748.59
7/6/2026	New Single Family Detached	2301 Lake Shadow Ln		\$	239,830.00
7/6/2026	New Single Family Detached	1258 Ontario Rd		\$	255,217.00
7/6/2026	New Single Family Detached	2116 Moraine Dr	Stone Martin Builders	\$	228,681.00
7/7/2026	Addition	3603 Double Eagle Ln	AUBURN DECK CO LLC dba DECKTECH	\$	32,316.88
7/7/2026	Accessory Buildings	204 Ballard Ave		\$	4,000.00
7/7/2026	Addition	1820 Bull Durham St		\$	2,500.00
7/7/2026	New Single Family Detached	2189 Brock Dr		\$	390,237.00
7/7/2026	Swimming Pool	1411 Rocky Brook Rd	The Backyard Experience	\$	87,630.00
7/7/2026	New Single Family Detached	513 Ermine St	Stone Martin Builders LLC	\$	149,408.00
7/7/2026	New Single Family Detached	103 Avenue A	Stone Martin Builders	\$	149,408.00
7/7/2026	New Single Family Detached	2333 Morrison Trce	Hughston Homes	\$	362,384.00
7/8/2026	Roofs	3209 Turkey Trot Way		\$	29,013.26

Monthly Permit Detail

7/8/2026	Roofs	1800 Calcutta Dr	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	11,500.00
7/8/2026	New Single Family Detached	739 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$	303,234.00
7/8/2026	New Single Family Detached	101 Brannon Ave	Stone Martin Builders	\$	149,408.00
7/8/2026	New Single Family Detached	2018 Arrowhead Ave	TRUE-WELL CONSTRUCTION LLC	\$	368,942.00
7/9/2026	Fire Alarm	95 Orr Ave	BLACKWATER TECHNOLOGIES, INC	\$	20,900.00
7/10/2026	Roofs	3213 Turkey Trot Way		\$	24,750.00
7/10/2026	Addition	1008 3Rd Ave	NEXGEN DEVELOPMENT LLC	\$	57,550.00
7/10/2026	New	455 Westpoint Pkwy	McCON BUILDING CORPORATION	\$	2,450,000.00
7/11/2026	New Single Family Attached	110 S 8Th St Unit: Ste 202	COMPASS CONSTRUCTION	\$	171,140.00
7/11/2026	Roofs	306 4Th Ave	DUNNING ROOFING LLC	\$	11,890.00
7/11/2026	Roofs	3208 Gabby Dr	B&L ROOFING	\$	9,800.00
7/14/2026	Swimming Pool	4221 Bonfire Blf	Splash Pools	\$	128,000.00
7/14/2026	New Single Family Detached	3563 Golden Eagle Ln	CONNOR BROTHERS CONSTRUCTION	\$	256,140.00
7/14/2026	New Single Family Detached	867 Mcdonald Dr	TRADEMARK QUALITY HOMES INC	\$	263,160.00
7/14/2026	Alteration	101 N 5Th St		\$	50,000.00
7/14/2026	New Single Family Detached	879 Mcdonald Dr	TRADEMARK QUALITY HOMES INC	\$	279,186.00
7/14/2026	New Single Family Detached	1959 Long Leaf Ln	Bc Stone Homes	\$	362,270.20
7/14/2026	New Single Family Detached	1217 Gray Ct	BROCK BUILT HOMES OF ALABAMA	\$	167,027.00
7/15/2026	Roofs	800 Pine Ave	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	12,341.00
7/15/2026	Roofs	3211 Oak Bowery Rd	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	12,730.00
7/15/2026	New Single Family Detached	238 Firefly Ln	Holland Homes	\$	185,533.00
7/15/2026	Foundation	355 Logan Dr	CONTOUR RETAINING WALLS LLC	\$	42,700.00
7/16/2026	New Single Family Detached	486 Gray St	BROCK BUILT HOMES OF ALABAMA	\$	169,667.00
7/16/2026	Roofs	3205 Turkey Trot Way		\$	26,693.69
7/17/2026	Alteration	1200 1St Ave		\$	147,000.00
7/17/2026	Addition	2011 Hidden Lakes Dr	CLS CONSTRUCTION	\$	35,000.00
7/17/2026	Alteration	702 Northhills Dr	TLC DESIGN/BUILD LLC	\$	90,000.00
7/17/2026	Alteration	1400 Clanton St	ZELLARS PAINTING AND REPAIRS	\$	3,000.00
7/17/2026	New Single Family Detached	2986 Wyncham Way	EDGAR HUGHSTON BUILDER INC	\$	324,104.00
7/18/2026	Roofs	3205 Turkey Hill Cir	XYZ ROOFCO, LLC	\$	25,660.74

Monthly Permit Detail

7/20/2026	New Single Family Detached	715 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$	403,919.00
7/20/2026	New Single Family Detached	2341 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$	345,384.00
7/21/2026	Roofs	2000 Pepperell Pkwy	SUPERIOR ROOFING CO	\$	69,200.00
7/21/2026	Roofs	3606 Village Creek Ct	RHINO ROOFING PROS LLC	\$	14,500.00
7/21/2026	Roofs	1810 Century Ln	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	14,500.00
7/21/2026	Roofs	1808 Century Ln	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	14,500.00
7/21/2026	Roofs	3501 Village Creek Ct	RHINO ROOFING PROS LLC	\$	13,000.00
7/21/2026	New Single Family Detached	2007 Long Leaf Ln	Bc Stone Homes	\$	444,677.40
7/22/2026	Alteration	1115 Deer Tract Rd	SMITH BUILT LLC	\$	160,000.00
7/23/2026	Roofs	2004 Dutch Ct	PREFERRED ROOFING	\$	10,000.00
7/23/2026	Fire Alarm	2630 Enterprise Dr	CENTRAL FIRE PROTECTION INC	\$	1,385.00
7/23/2026	New Single Family Detached	731 Rolling Hill Dr	EDGAR HUGHSTON BUILDER INC	\$	197,204.00
7/23/2026	New Single Family Detached	282 Summer St	HOLLAND HOMES LLC	\$	168,250.00
7/24/2026	Alteration	2609 Village Professional Dr Unit: Ste	YOUNG CONTRACTING/SE INC	\$	508,866.00
7/24/2026	New Single Family Detached	798 Hunters Way	Holland Homes	\$	165,038.00
7/24/2026	New Single Family Detached	2196 Brock Dr	STONE MARTIN BUILDERS	\$	341,295.00
7/24/2026	New Single Family Detached	2237 Brock Dr	STONE MARTIN BUILDERS	\$	344,079.00
7/24/2026	New Single Family Detached	1971 Long Leaf Ln	BC STONE HOMES, LLC	\$	391,009.30
7/24/2026	New Single Family Detached	1982 Long Leaf Ln	BC STONE HOMES, LLC	\$	266,663.00
7/24/2026	New Single Family Detached	1974 Arrowhead Ave	BC STONE HOMES, LLC	\$	547,344.00
7/24/2026	New Single Family Detached	2941 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	\$	345,384.00
7/24/2026	New Single Family Detached	2317 Morrison Trce	Hughston Homes	\$	334,219.00
7/25/2026	New Single Family Detached	2392 Morrison Trce	EDGAR HUGHSTON BUILDER INC	\$	243,574.00
7/25/2026	New Single Family Detached	2933 Wyndham Ln	EDGAR HUGHSTON BUILDER INC	\$	197,204.00
7/27/2026	Alteration	3101 Anderson Rd	ARCO NATIONAL CONSTRUCTION LLC	\$	1,259,100.00
7/27/2026	Roofs	1203 Calcuta Ct	SCARLETT OAKS ROOFING & RENOVATIONS LLC	\$	20,308.00
7/27/2026	New Single Family Detached	1454 Hidden Lakes Dr	Stone Martin Builders	\$	427,782.00
7/27/2026	New Single Family Detached	2307 Lake Shadow Ln		\$	270,851.00
7/28/2026	Accessory Buildings	1961 Mallory Ln		\$	6,500.00
7/28/2026	New Single Family Detached	2155 Brock Dr		\$	330,855.00

Monthly Permit Detail

7/28/2026	New Single Family Detached	2181 Trailview Ter		\$	356,986.00
7/28/2026	New Single Family Detached	1359 Hidden Lakes Dr		\$	406,549.00
7/29/2026	Roofs	510 Groce St	CRB COMMERCIAL LLC	\$	131,000.00
7/29/2026	New Single Family Detached	1652 Thatch Ave		\$	388,020.00
7/29/2026	New Single Family Detached	2001 Industrial Blvd	Bc Stone Homes	\$	296,308.00
7/29/2026	New Single Family Detached	2825 Anderson Lakes Dr	DAVIDSON HOMES LLC	\$	267,046.00
7/29/2026	New Single Family Detached	2757 Anderson Lakes Dr	DAVIDSON HOMES	\$	274,665.00
7/30/2026	Swimming Pool	1953 Arrowhead Ave	SPLASH POOLS	\$	103,300.00



LEGISLATIVE OFFICE
204 South 7th Street • P.O. Box 390
Opelika, AL 36803-0390
(p) 334-705-5110
(f) 334-705-5153
www.opelika-al.gov

August 5, 2026

Together We Thrive, LLC
d/b/a Wild Wing Café
Attn: Katina Wiggins
950 West Richland Circle
Auburn, AL 36832

Re: Possible Revocation of Liquor/Beer Business License for Wild Wing Cafe Located
at 3040 Capps Drive, Opelika, Alabama

Dear Ms. Wiggins:

You are hereby notified that on Tuesday, August 18, 2026, at 6:00 p.m. in the Courtroom of the Municipal Court Building located at 300 Martin Luther King Boulevard, Opelika, Alabama, there will be a public hearing concerning the possible revocation of Together We Thrive, LLC's liquor and beer business license for the business located at 3040 Capps Drive, Opelika, Alabama.

A representative of Together We Thrive, LLC, may be present at the hearing to show cause why your business license should not be revoked. If a representative of the company fails to appear before the City Council at the above time and place, the City Council will hear and consider evidence in support of the proposed revocation and may take action in your absence. This action is taken pursuant to Section 14-318 of the *Code of Ordinances* of the City of Opelika.

The purpose of the revocation hearing is to determine whether Together We Thrive, LLC, is operating its business in an illegal manner or under such conditions as to constitute a public nuisance. The City has received numerous complaints concerning the operation of your business. A copy of the Petition filed by the Revenue Department seeking revocation of Together We Thrive, LLC's business license is enclosed herewith for your review and consideration. The Petition sets out the specific grounds for the revocation of the business license issued to Together We Thrive, LLC.





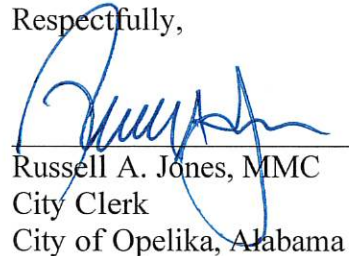
LEGISLATIVE OFFICE
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At the public hearing, a representative of Together We Thrive, LLC, will have the opportunity to present testimony and evidence and to cross-examine witnesses. All documents to be presented at the public hearing must be submitted at least 48 hours in advance of the public hearing to the City Clerk for distribution to the Council members. While the company can represent itself at the public hearing, it has the right to be represented at said hearing by an attorney of its choice. Within 30 days following the close of the public hearing, the City Council will render a decision.

Together We Thrive, LLC, may elect in lieu of a public hearing to concede the revocation and waive any right to contest the revocation.

If you have any questions concerning this matter, please don't hesitate to call me at 334-705-5110.

Respectfully,

A handwritten signature in blue ink, appearing to read "Russell A. Jones", is written over a horizontal line.

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



**PETITION FOR REVOCATION OF CITY OF OPELIKA BUSINESS
LICENSE
(TOGETHER WE THRIVE, LLC D/B/A WILD WINGS CAFE)**

TO: MEMBERS OF THE OPELIKA CITY COUNCIL
FROM: COURTNEY ROSS, PURCHASING-REVENUE MANAGER
DATE: JULY 21, 2026
RE: RECOMMENDATION FOR REVOCATION OF BUSINESS LICENSES
ISSUED TO TOGETHER WE THRIVE, LLC., D/B/A WILD WING
CAFÉ, 3040 CAPPS WAY, OPELIKA, ALABAMA

The Revenue Department hereby seeks revocation of the business licenses issued to Together We Thrive, LLC, relating to the business located at 3040 Capps Way, Opelika, Alabama. This Petition is made pursuant to §14-318(c) of the *Code of Ordinances* of the City of Opelika, which provides that the Revenue Department may petition the City Council to suspend or revoke a business license.

I INTRODUCTION

Together We Thrive, LLC (the “Licensee”) owns and operates a restaurant serving liquor and beer located at 3040 Capps Way, Opelika, Alabama. The Licensee operates its business at the above address as an Alabama limited liability company under the trade name of Wild Wing Cafe. The following business licenses were issued by the City to the Licensee on March 11, 2026:

- Retail: Restaurant
- Alcoholic Beverage: Restaurant Retail Liquor and Retail Beer On Premise

The Revenue Department seeks to revoke the above business licenses issued to the Licensee. The evidence in this case shows that on-site management engaged in illegal activities and misconduct, and the Licensee is unworthy of his business licenses.

II. STATEMENT OF LAW

The Revenue Department is charged with the primary responsibility of administering the City of Opelika’s business license tax ordinance. Any person who conducts business in the City of Opelika must obtain a business license on or before the business commences and must renew such license each year. Section

14-318 of the *Code of Ordinances* of the City of Opelika, provides, in part, as follows:

- (a) *Generally.* Any business license issued pursuant to this chapter, or the privilege to obtain a business license, may be suspended or revoked by the city council after notice and public hearing for any of the following reasons:
 - (1) The licensee, taxpayer or license applicant, or its principal, agent, servant, or employee, violates or has violated any provision of this code or any ordinance of the city, or any federal or state law, rule or regulation relating to the license, the business, the premises, or business activity to which the license or application pertains.
 - (2) The licensee, taxpayer or license applicant, or its principal, agent, servant, or employee, violates, aids in violating, or knowingly allows to be violated any criminal ordinance of the city or any criminal law of the state on the licensed premises.
 - (3) The business or its operation is, or is reasonably likely to become, if allowed to commence or continue, offensive, injurious, or dangerous to the public health, safety, or general welfare, to the extent of constituting nuisance.

III. STATEMENT OF FACTS

Since its opening, the Opelika Police Department has responded to numerous calls for service and complaints at Wild Wing Cafe. The calls include assaults, shootings, fights, drug activity, driving under the influence (DUI), loud noise, illegal parking, and large crowds exceeding the establishment's maximum occupancy limit of 310 persons. The ABC board also received a citizen complaint about serving underage individuals. ALEA later made two successful undercover alcohol purchases by underage operatives within the establishment.

Over the past 4 months, Wild Wing Café has clearly established itself as being dangerous to public health, safety, and to the general welfare of the city of Opelika. The business has also charged patrons a cover charge to enter the premises and is, therefore, acting as a club instead of a restaurant. It is requested that the business license be revoked.

Since March 13, 2026, the Police Department has responded to 3040 Capps Way (Wild Wing Cafe) a total of 92 times for calls for service and security checks:

SUMMARY OF COMPLAINTS

3/29/26: Complaint of charging \$25 for entry.

4/3/26: Complaint of loud noise from parking lot.

4/5/26: Complaint about large number of cars and cars illegally parked.

4/11/26: 20 individuals in parking lot fighting. Investigative traffic stops.

4/17/26:

- Shots being fired as officers were arriving. Security guards pointed at Cadillac Escalade that eventually led police on a chase. Someone threw an AR-15 from the vehicle. Driver arrested for Att. To Elude (felony). Driver charged with felony att. To elude. Gunshot victim refused prosecution. 21 shell casings recovered on scene.

- 19-year-old arrested for minor in consumption from pursuit.

4/28/26: Caller complained about drug use in area.

5/1/26: Employee called to complain about large crowd in the parking lot.

5/10/26: Employee stole cash from the safe and left with bottles of liquor. Argument in parking lot. Owner, Finch, would not prosecute.

5/21/26: Fight inside the business reported on 5/22/26. Bartender and customer fought. When asked why police did not get called when it happened, bartender said, "the owner told me not to."

5/22/26: DUI in parking lot at 2 am.

5/25/26: Fight call. People dispersed when police arrived.

5/29/26: Fight call. Dispersed upon police arrival.

6/18/26: Shots fired call (false report). Made arrest on subject with a warrant.

6/19/26: OFD responded to large crowd. Roads blocked and over capacity of 310. Owner said there were only 75 people in the business. Business allowed people to leave to get under capacity.

6/28/26:

Fight in parking lot between 2-3 females.

Officer deployed pepper spray and arrested 2 women.

Cars speeding from premises. Very crowded.

7/2/26:

400-450 people inside. 100-150 in line to get in. OFD called and said capacity is 310. Fire engine could not get to business because roadway blocked. Allowed people to leave to get under capacity.

Sgt. Foster learned they were charging \$40 for entry.

Illegally parked vehicles. Numerous cars blocking roadway. 6 vehicles towed.

7/3/26: Request officer presence to clear out large crowd.

7/6/26: Complaint of DUI driver. Not located.

7/9/26: Complaint of 300 plus people. Over capacity. People allowed to leave.

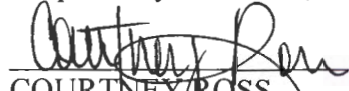
7/17/26: ALEA made 2 underage alcohol buys inside the business. Juveniles did not have to show ID to purchase alcoholic beverages.

The evidence in this case demonstrates that the Licensee is conducting its business in an illegal manner in violation of State law or in such a manner as to constitute a public nuisance.

IV. CONCLUSION

The Revenue Department respectfully requests that the City Council set a date for hearing this Petition and then revoke the aforementioned business licenses issued by the City to the Licensee.

Respectfully submitted,



COURTNEY ROSS
PURCHASING-REVENUE MANAGER



Business Name:

A JOO LLC
~~DBA KOREAN BBQ AND HOTPOT~~

REVENUE

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

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

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

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





Business Name: King 426 Inc DBA: King Mart Liquor

REVENUE

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

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

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

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



-----Original Message-----

From: Angela <alotthambys@charter.net>

Sent: Sunday, August 9, 2026 7:03 PM

To: Jones, Russell A <rjones@opelika-al.gov>

Subject: [EXT]Life Chain Approval

> The Lee County Life Chain is a prayerful, peaceful stand against the horror of abortion in our country. This is a national event on different Sundays in October. We have done ours the last several years at the crossroads of Gateway and Frederick Roads along the right of way by the Regions Bank. We have set signs and everyone stands 6 ft apart. It last from 2:30 till 4 p.m. I am asking for the council's permission to proceed with this event this year on Sunday, October 4, 2026. Even though Roe v. Wade has been overturned there is still much work to be done to change hearts to the reality of what abortion really is. Please can you put approving this on the council's next agenda and let me know response. If you need anymore information or details please let me know.

>>

>> Thank you,

>> Angela Hamby

>> Lee County Life Chain Committee

>>

>>

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2015 Chevy Tahoe	87003039
2.	1	Ea.	2014 Terex Bucket Truck	87002955
3.	1	Ea.	2011 Dodge Ram Bucket Truck	87002750
4.	1	Ea.	2012 Dodge Ram Bucket Truck	87002811

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

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

RESOLUTION NO. _____

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 -----
Mandy Johnson	Parks & Recreation	\$ 330.58

- 2) That attached is an expense report(s) prepared, dated, and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

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

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

ATTEST:

Russell A. Jones, MMC
City Clerk

NAME	Mandy Johnson	DEPARTMENT	Parks & Rec	PERIOD ENDING	8/2/2026
------	---------------	------------	-------------	---------------	----------

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

[illegible][illegible]

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
July 15-20	Opelika to Huntsville	165.07 \$ 164.92
	Huntsville to Opelika	165.51 \$ 164.92
	Total	\$ 329.84

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT
	0.76 x 217.20		
	1.76 x 217.78		

330.58

NUMBER OR DAYS AWAY FROM HOME

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

SE Swimming Championship Meet Director

METHOD OF REIMBURSEMENT

MAIL TO: send check to sportsplex

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

APPROVED BY:

RESOLUTION NO. _____

WHEREAS, Economic Development desires to purchase one (1) 2027 Chevrolet Tahoe Z71 with certain options utilizing State of Alabama contract #MA240000004917; and

WHEREAS, McSweeney Auto Group is the State contract vendor for the 2027 Chevrolet Tahoe Z71; and

WHEREAS, this purchase will come from Unassigned Funds. Opelika Industrial Development Authority (OIDA) is to reimburse the City for this purchase;

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

1. That the purchase be awarded to McSweeney Auto Group utilizing the State of Alabama contract.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to McSweeney Auto Group in the amount of \$79,646.05.
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



City of Opelika

Prepared For: John Sweatman

334-703-1230

jsweatman@opelika-al.gov

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71

Selected Model and Options

MODEL

CODE	MODEL	Invoice
CK10706	2027 Chevrolet Tahoe 4WD 4dr Z71	

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION	Invoice
2Z7	Z71 Preferred Equipment Group includes standard equipment	
A45	Memory settings, recalls 2 "driver" presets for power driver seat and outside rearview mirrors (Included and only available with (Y55) Comfort Package.)	Inc.
A50	Seats, front bucket (STD)	inc.
AS8	Seats, third row 60/40 split-bench, power-folding (Included and only available with (Y55) Comfort Package.)	Inc.
ATN	Seats, second row bucket, power release (Requires (Y55) Comfort Package. Included with (RGC) Adventure Package 1 - Basket and (RGD) Adventure Package 2 - Box. Not available with (PCU) Sun and Tow Package.)	\$336.70
C3U	Sunroof, power Panoramic, dual-pane, tilt-sliding with express-open and close and power sunshade (Requires (Y55) Comfort Package, except when (PCU) Sun and Tow Package is ordered. Included with (PCU) Sun and Tow Package.)	\$1,365.00
C6G	GVWR, 7600 lbs. (3447 kg) (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)	\$0.00



Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
DCH	Console, floor, power-sliding center with drawer, secure storage, manual sliding armrest and cup holders for second row; (Included and only available with (RFP) Z71 Off-Road Package.)	Inc.
DXR	Mirrors, outside heated power-adjustable, power-folding, driver-side auto-dimming integrated turn signal indicators and puddle lighting (Included and only available with (Y55) Comfort Package.)	Inc.
F47	Suspension, Air Ride Adaptive (Included and only available with (RFP) Z71 Off-Road Package.)	Inc.
FE9	Emissions, Federal requirements	Inc.
G96	Differential, electronic limited-slip (eLSD) (Included and only available with (RFP) Z71 Off-Road Package.)	Inc.
GBA	Black	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H0Y	Jet Black, Leather-Appointed seating surfaces	\$0.00
JL1	Trailer brake controller, integrated (Included and only available with (NHT) Max Trailering Package.)	Inc.
KA6	Seats, heated second row outboard seats (Included and only available with (Y55) Comfort Package.)	Inc.
KI3	Steering wheel, heated (Included and only available with (Y55) Comfort Package.)	Inc.
L87	Engine, 6.2L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (420 hp [313 kW] @ 5600 rpm, 460 lb-ft of torque [624 Nm] @ 4100 rpm) (Requires (RFP) Z71 Off-Road Package. Not available with (PCU) Sun and Tow Package or (ATT) second row power 60/40 split-folding bench seats.)	\$2,270.45
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine only.) (STD)	\$0.00
NHT	Max Trailering Package includes (ZL6) Advanced Trailering Package, (JL1) trailer brake controller and (V03) extra capacity cooling system (Requires (Y55) Comfort Package except when included with (PCU) Sun and Tow Package, (RFP) Z71 Off-Road Package, (RGC) Adventure Package 1 - Basket or (RGD) Adventure Package 2 - Box. Included with (PCU) Sun and Tow Package, (RFP) Z71 Off-Road Package, (RGC) Adventure Package 1 - Basket or (RGD) Adventure Package 2 - Box.	Inc.
PZ8	Hitch View with image adjustment, Pan/Zoom (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
R4M	Wheels, 20" x 9" (50.8 cm x 22.9 cm) bright machined and painted Technical Gray aluminum (STD)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 29139. Data Updated: Jul 29, 2026 1:51:00 AM UTC.



McSweeney Auto Group

205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
RFP	Z71 Off-Road Package includes (NHT) Max Trailering Package content, (Z6E) Off-Road Capability Package content, which includes (F47) Air Ride Adaptive Suspension, (G96) electronic limited slip rear differential and (Z95) Magnetic Ride Control and (DCH) power-sliding center console (Orders configured after May 20, 2026 will no longer include (UW9) Rear Seat Media System. Requires (Y55) Comfort Package, (C3U) power sunroof and (ATN) second row power bucket seats. Not available with (PCU) Sun and Tow Package or (RFO) Hit The Road Package, LPO.)	\$3,467.10
TAU	Tail lamps, LED, includes animated lighting (Included and only available with (Y55) Comfort Package.)	Inc.
TGE	Headlamps, LED, with LED Daytime Running Lamps includes animated lighting (Included and only available with (Y55) Comfort Package.)	Inc.
UET	Smart Trailer Integration Indicator (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
UKW	Blind Zone Steering Assist with Trailering (Included and only available with (NHT) Max Trailering Package.)	Inc.
UQS	Audio system feature, Bose 10-speaker Surround with CenterPoint (Included and only available with (Y55) Comfort Package.)	Inc.
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	\$0.00
V03	Cooling system, extra capacity (Included and only available with (NHT) Max Trailering Package. Not included when (LZ0) Duramax 3.0L Turbo-Diesel engine is ordered.)	Inc.
Y55	Comfort Package includes (A45) memory settings, (UQS) Bose 10-speaker Surround with CenterPoint, (DXR) outside heated power-adjustable, power-folding, body-color mirrors with driver -side auto-dimming and integrated turn signal indicators, (K13) heated steering wheel, (KA6) second row outboard heated seats, (ATT) second row power 60/40 split-folding bench seats, (AS8) third row power 60/40 split-folding bench seats, (TGE) LED animated headlamps and (TAU) LED animated tail lamps (Included with (RGC) Adventure Package 1 - Basket and (RGD) Adventure Package 2 - Box. (ATT) second row power 60/40 split-folding bench seats upgradeable to (ATN) second row power bucket seats. Not available with (PCU) Sun and Tow Package.)	\$2,056.60
Z6E	Off-Road Capability Package includes (Z95) Magnetic Ride Control, (F47) Air Ride Adaptive suspension and (G96) electric limited-slip differential (Included and only available with (RFP) Z71 Off-Road Package.)	Inc.
Z95	Suspension, Magnetic Ride Control (Included and only available with (RFP) Z71 Off-Road Package.)	Inc.
ZL6	Advanced Trailering Package includes (UKW) Blind Zone Steering Assist with Trailering, (PZ8) Hitch View and (UET) Smart Trailer Integration Indicator (Included and only available with (NHT) Max Trailering Package.)	Inc.
Options Total		\$9,495.85

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Data Version: 29139. Data Updated: Jul 29, 2026 1:51:00 AM UTC.



Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (Complete)

Price Summary

PRICE SUMMARY



VIN #:

Bill To:

Year:

2027

Trim Level:

Description:

Chevrolet Tahoe 4WD

Bid:

MA240000004917

2027 Chevrolet Tahoe 4WD	
Description	Invoice
Base Price (AL State Bid)	\$ 59,703.90
Package Upgrade to Z71	\$ 10,446.30
Diesel Engine Upgrade	\$ -
Factory Options	\$ 9,495.85
Subtotal	\$ 79,646.05
Upfit	\$ -
Keys / Floor mats	\$ -
Delivery (\$2/mile)	\$ -
Total Sales Price	\$ 79,646.05

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McSweeney Auto Group

205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (✔ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine only.) (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride (STD)

GVWR, 7600 lbs. (3447 kg) (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)

Keyless start, push button

Automatic Stop/Start

Electronic Precision Shift

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine only.)

Transfer case, active, 2-speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing (Included and only available with (NHT) Max Trailering Package on 4WD models only.)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LZ0) Duramax 3.0L Turbo-Diesel engine is ordered.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine only.)

Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine only.)

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Recovery hooks, Red, horizontal-mounted

Skid plate, front

Suspension, front coil-over-shock with stabilizer bar

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Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (Complete)

Mechanical

- Suspension, rear multi-link with coil springs
- Hill Descent Control
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Exhaust, dual system with dual twin polished stainless-steel tips
- Mechanical Jack with tools

Exterior

- Wheels, 20" x 9" (50.8 cm x 22.9 cm) bright machined and painted Technical Gray aluminum (STD)
- Tires, 275/60R20SL all-terrain, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P265/70R17 all-season, blackwall
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper
- Fascia, front high-approach angle with recovery hook openings, but does not include hooks
- Luggage rack side rails, roof-mounted, Black
- LPO, Assist steps, tubular, Black (dealer-installed)
- Z71 exterior features include Black front and rear bowtie emblems, unique front grille with Z71 badging, unique front fascia, Black nameplate badging and unique Z71 fender badging
- IntelliBeam, automatic high beam on/off
- Headlamps, LED
- Fog lamps, front LED
- Tail lamps, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band
- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer

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McSweeney Auto Group

205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 ( Complete)

Exterior

Door handles, body-color

Liftgate, rear power with programmable memory height

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (STD)

Seat trim, leather-appointed front seats

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 8-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, heated driver and front passenger

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual

Memory settings, recalls 2 "driver" presets for power driver seat

Key card (Requires (UE1) OnStar.)

Console, floor with storage area and removable storage tray

Floor covering, color-keyed carpeting

Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor liners are ordered.)

Steering column lock, electrical

Steering column, manual tilt and telescopic

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McSweeney Auto Group

205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (✔ Complete)

Interior

Steering wheel, 3-spoke, wrapped

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Interior camera

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Remote start

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control

Universal Home Remote includes garage door opener, programmable

Theft-deterrent system, electrical, unauthorized entry

Wireless Phone Charging, for portable devices

USB ports, 2 type-A and C, charge and data located inside center console (Deleted when (DCH) power-sliding center console is ordered.)

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)

Sill plates, bright, front and rear door

Mirror, inside rearview auto-dimming (Replaced by (DRZ) Rear Camera Mirror when (CWM) Technology Package is ordered.)

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

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McSweeney Auto Group

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Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (Complete)

Interior

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian and Bicyclist Braking

Intersection Automatic Emergency Braking intersection alert, braking

Enhanced Automatic Emergency Braking

Reverse Automatic Braking

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist

Blind Zone Steering Assist (Replaced by (UKW) Blind Zone Steering Assist with Trailing when (NHT) Max Trailing Package is ordered.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking

Rear Pedestrian Alert

Side Bicyclist Alert

Lane Keep Assist with Lane Departure Warning, enhanced

Forward Collision Alert

Safety Alert Seat

Rear Seat Reminder

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Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (Complete)

Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for Children), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive with confidence and convenience using core OnStar services, featuring built-in voice assistance, real-time navigation, and access to audio streaming apps. With your vehicle mobile app, you can seamlessly manage your vehicle by sending commands and enjoy peace of mind knowing Automatic Crash Response can connect you to help if you're in need. (Requires (UE1) OnStar. OnStar Basics is standard for 8 years; working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. Subject to user terms. See onstar.com for details and limitations. Removed with a ship-to of Guam, Puerto Rico or the Virgin Islands.)

WARRANTY

Warranty Note: <<< Preliminary 2027 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Contract Header

Contract

Chevrolet Fleet Vehicle - McSweeney Auto Group

Supplier

McSweeney Auto Group Clanton LLC

Linked Solicitation

Chevrolet Fleet Vehicle Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA240000004917

Sourcing Number

SRC0000022560

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
James	Pratt	jpratt@mcsweeneyauto.com	205-287-2464
James	Pratt	jpratt@mcsweeneyauto.com	205-287-2464

2 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

8/26/2024

End Date

8/25/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [RFB_Standard_Boilerplate_uated_08.31.2023 \(17\).pdf](#)
- [GM_Vehicle_Terms_and_Conditions \(12\).pdf](#)

Items

Item Name	Product Code	UOM
2025 Chevrolet Tahoe 2WD	4	53,717.58 Each

- [Executive Summary State of Alabama Chevrolet.pdf](#)

Item Name	Product Code	UOM
2026 Chevrolet Tahoe 2WD	4	56,114.98 Each
2026 Chevrolet Tahoe 4WD	5	58,747.10 Each
2025 Chevrolet Tahoe 4WD	5	56,538.90 Each
2025 Chevrolet Suburban 2WD	6	56,056.29 Each
2026 Chevrolet Suburban 2WD	6	58,453.69 Each
2026 Chevrolet Suburban 4WD	7	61,274.61 Each
2025 Chevrolet Suburban 4WD	7	58,877.61 Each
Chevrolet Colorado Crew Cab 2WD	8	30,471.24 Each
Chevrolet Colorado Crew Cab 4WD	9	33,570.49 Each
Chevrolet Silverado Standard Cab 2WD	10	34,073.82 Each
Chevrolet Silverado Standard Cab 4WD	11	37,858.50 Each
Chevrolet Silverado Double Cab 2WD	12	35,391.54 Each
Chevrolet Silverado Double Cab 4WD	13	37,933.63 Each
Chevrolet Silverado Crew Cab 2WD	14	37,458.75 Each
Chevrolet Silverado Crew Cab 4WD	15	39,975.42 Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,833.20 Each
2025 Diesel Engine Upgrade	17	8,488.27 Each
2026 Diesel Engine Upgrade	17	8,943.27 Each
Chevrolet Silverado Std. Cab 4WD 2500	18	43,854.25 Each
2025 Diesel Engine Upgrade	19	8,488.27 Each
2026 Diesel Engine Upgrade	19	8,943.27 Each

Item Name	Product Code	UOM
Chevrolet Silverado Double Cab 2WD 2500	20	42,309.62 Each
2025 Diesel Engine Upgrade	21	8,488.27 Each
2026 Diesel Engine Upgrade	21	8,943.27 Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,330.66 Each
2025 Diesel Engine Upgrade	23	8,488.27 Each
2026 Diesel Engine Upgrade	23	8,943.27 Each
Chevrolet Silverado Crew Cab 2WD 2500	24	44,019.26 Each
2025 Diesel Engine Upgrade	25	8,488.27 Each
2026 Diesel Engine Upgrade	25	8,943.27 Each
Chevrolet Silverado Crew Cab 4WD 2500	26	46,020.10 Each
2025 Diesel Engine Upgrade	27	8,488.27 Each
2026 Diesel Engine Upgrade	27	8,943.27 Each
Chevrolet Silverado Std. Cab 2WD 3500	28	43,961.73 Each
2025 Diesel Engine Upgrade	29	8,488.27 Each
2026 Diesel Engine Upgrade	29	8,943.27 Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,982.78 Each
2025 Diesel Engine Upgrade	31	8,488.27 Each
2026 Diesel Engine Upgrade	31	8,943.27 Each
Chevrolet Silverado Double Cab 2WD 3500	32	43,626.23 Each

Item Name	Product Code		UOM
2025 Diesel Engine Upgrade	33	8,488.27	Each
2026 Diesel Engine Upgrade	33	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,647.28	Each
2025 Diesel Engine Upgrade	35	8,488.27	Each
2026 Diesel Engine Upgrade	35	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,334.99	Each
2025 Diesel Engine Upgrade	37	8,488.27	Each
2026 Diesel Engine Upgrade	37	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 3500	38	47,356.04	Each
2025 Diesel Engine Upgrade	39	8,488.27	Each
2026 Diesel Engine Upgrade	39	8,943.27	Each
Chevrolet Express 12-Passenger Van	40	41,714.20	Each
Chevrolet Express 15-Passenger Van	41	43,570.44	Each
Chevrolet Express Cargo Van	42	38,020.16	Each
Chevrolet Vehicle Options	43	0.00	USD
Chevrolet Delivery	44	0.00	USD

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE
CONTRACT BETWEEN THE CITY OF OPELIKA AND EAST ALABAMA PAVING
COMPANY, INC., FOR THE CITY-WIDE ASPHALT PAVING PROJECT**

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Contract dated as of March 3, 2026, by and between the City of Opelika, Alabama (the “City”) and East Alabama Paving Company, Inc., for the City-Wide Asphalt Paving Project (the “Project”); and

WHEREAS, it has been determined that additional asphalt material is required to complete the paving initiatives; and

WHEREAS, East Alabama Paving Company is entitled to additional compensation due to the additional quantities of materials needed to complete the Project; and

WHEREAS, Change Order Number 1 to the Contract between the City and East Alabama Paving Company have been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional \$400,000, resulting in a new contract amount of \$1,200,000; and

WHEREAS, said Change Order is further necessitated by the City’s request to add the following roads to be resurfaced:

- **Fruitwood Court from Fruitwood Circle to end;**
- **Maple Avenue from Darden Street to end;**
- **Darden Street from Maple Avenue to Jeter Avenue;**
- **Brannon Avenue from Raintree Street to Byrd Avenue;**
- **Centerhills Drive from Enterprise Drive to end; and**
- **Enterprise Drive from Frederick Road to end;**

which were not contemplated when the plans and specifications were prepared and bid, and the amount of Change Order Number 1 exceeds 10 percent of the contract price; and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

1. That Change Order Number 1 to the Contract dated March 3, 2026, between the City and East Alabama Paving Company, a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit “A”, is hereby approved.

2. That the Mayor is hereby authorized and directed to execute Change Order Number 3 in the name and on behalf of the City.

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 Change Order Number 1.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

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

CHANGE ORDER

PURCHASE ORDER NUMBER 2602582 **CHANGE ORDER NUMBER** 1
DATE PO ISSUED 03/18/2026 **EFFECTIVE DATE OF CHANGE** 8/18/2026
BID NUMBER 26009 **ACCOUNT NUMBER** -0001-9333-430-099049
DEPARTMENT Engineering

VENDOR/CONTRACTOR
East Alabama Paving Co, Inc.
P.O. Box 2630
Opelika, AL 36803-2630

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:
There have been request to add several roads to the initial resurfacing plan. These roads will take additional funding to be resurfaced under this year's contract. The roads to be added are as follows:

- Fruitwood Court from Fruitwood Circle to end
- Maple Avenue from Darden Street to end
- Darden Street from Maple Avenue to Jeter Avenue
- Brannon Avenue from Raintree Street to Byrd Avenue
- Centerhill Drive from Enterprise Drive to end
- Enterprise Drive from Frederick Road to end

The Engineering Department has reviewed the changes and cost and find all of the proposed changes fair and reasonable and within the original scope of the contract. To complete these items there will need to be \$400,000.00 added to the contract.

ORIGINAL CONTRACT AMOUNT:	<u>\$ 800,000.00</u>
CONTRACT AMOUNT PRIOR CHANGE:	<u>\$ 800,000.00</u>
THIS INCREASE:	<u>\$ 400,000.00</u>
THIS DECREASE:	<u>\$ 0</u>
NEW CONTRACT AMOUNT:	<u>\$ 1,200,000.00</u>

CHANGE APPROVED AND ADOPTED THIS _____ **DAY OF August, 2026**

Eddie Smith
MAYOR

RESOLUTION NO. _____

**RESOLUTION RENEWING CONTRACT TO JC CONSTRUCTION FOR
THE 2026 CITY-WIDE ADA IMPROVEMENTS PROJECT**

WHEREAS, pursuant to Resolution No. 219-25, adopted on September 2, 2025, the City of Opelika, Alabama (the “City”) and JC Construction (the “Contractor”) entered into a contract for the 2025 City-Wide ADA Improvements Project (the “Project”) in order to comply with the Americans with Disabilities Act (“ADA”); and

WHEREAS, pursuant to the Contract, compensation payable to the Contractor is approximately \$1,500,000 and will be paid from budgeted funds; and

WHEREAS, the Contract provides that it terminates on August 31, 2027, but automatically renews for two (2) successive additional terms of one (1) year each unless cancelled by either party at the expiration of such initial or renewal term; and

WHEREAS, a proposed Contract renewal to be entered into between the City and J C Construction 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 the annual renewal of said Agreement.

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

1. That the City Council hereby approves the renewal of the Contract with JC Construction for the City-Wide Paving Project for an additional one-year term from September 1, 2026, to August 31, 2027.
2. That the Mayor be, and he is hereby authorized and directed to execute all documents and to take all such actions as he may deem necessary and advisable in order to carry out and perform the purposes of this Resolution, the Contract and the Renewal, or to carry out

the matters authorized herein.

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

4. In order to meet the City's financial obligation under the extended Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to \$1,500,000.

5. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

CONTRACT

THIS AGREEMENT made and entered into the ____ day of _____, 2026 by and between **JC Construction** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

- 1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Proposal, General Conditions, Special Provisions, Detailed Specifications, Form of Contract, Form of Bond, Plans (Drawings) and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

City-Wide ADA Improvements Project

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party and shall fully complete all work hereunder according to the following. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately **1.5 Million 00/100** dollars (\$ **1,500,000.00**), in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the

Contractor, the second party may retain the sum of **\$240.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damage the second party will have sustained in the event of such default by the first party.

- 7) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the second party.
- 8) Term. The initial term of this Agreement is one year from September 2026, up to and including August 2027; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.
- 9) Compensation. Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the applicable spaces in the bid form for each unit price described therein. Unit prices shall include all mobilization, labor, materials, tools, and equipment, all direct and indirect costs necessary to complete the item of work and shall include all overhead and profit. In the event the contract shall automatically renew, as provided herein, there shall be no change in unit prices and the per unit pricing during any renewal term shall be the same as that during the initial term.
- 10) Retainage. "Retainage" is defined as money earned and, therefore, belonging to the contractor (subject to final settlement of the Contract) which shall have been retained by the City upon condition of final completion and acceptance of work required by the contract documents. Retainage shall not be relied upon by the contractor (or surety) to cover or offset unearned monies attributable to uncompleted or uncorrected work.
 - I In making progress payments, the City shall withhold five percent (5%) from the amount of each payment as retainage until the acceptance of all work during the initial term or any renewal term. After retainage has been held for fifty percent (50%) of the estimated work during the initial term of any renewal term, no additional retainage will be withheld.

II In the event the Contract shall automatically renew as provided herein, during the renewal term, the City shall retain five percent (5%) of the amount of each progress payment until the project work is fifty percent (50%) complete.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

City of Opelika, Alabama

_____(Owner)

(Contractor)

By: _____

By: _____

(Owner's Witness)

(Contractor's Witness)

OWNER'S SEAL

CONTRACTOR'S SEAL

RESOLUTION NO. _____

**RESOLUTION APPROVING ENCROACHMENT AGREEMENT
WITH DAVID McCLINTOC AND OLGA COFIELD**

WHEREAS, David McClintoc and Olga Cofield (hereinafter referred to as the
“Owners”) are the owners of the property described as:

Begin at the intersection of the Southeast margin of 4th Avenue and the Southwest margin
of North 11th Street in the City of Opelika, Alabama, being the North corner of Block 51
of L.P. GRANT LANDS, according to and as shown by TOTTEN’S OFFICIAL REAL
ESTATE MAP OF THE CITY OF OPELIKA, ALABAMA, 1930, of record in Town
Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama:
From said POINT OF BEGINNING, run thence in a Southwesterly direction along the
Southeast margin of 4th Avenue, for a distance of 120.0 feet; run thence in a
Southeasterly direction, parallel with 11th Street, for a distance of 95.0 feet; run thence
Northeasterly and parallel with 4th Avenue, for a distance of 120.0 feet, to the margin of
11th Street; run thence Northwesterly along the Southwest margin of North 11th Street, for
a distance of 95.0 feet to the POINT OF BEGINNING.

Said property being further described as 314 N. 11th Street, Opelika, Alabama, 36801
(the “Property”) and

WHEREAS, the Property is encumbered by a right-of-way easement (the “Easement”)
owned and maintained by the City of Opelika (the “City”); and

WHEREAS, the Owners, have heretofore applied to the City for permission to construct
a brick or stone and mortal wall and attendant structures on or adjacent to the Property; and

WHEREAS, a portion of the wall will encroach upon the Easement; and

WHEREAS, the Owners have requested the consent of the City to encroach over, upon
and across a portion of the Easement; and

WHEREAS, a proposed Encroachment Agreement (the “Agreement”) by and between
the City and the Owners has been prepared and submitted to the City Council for approval; and

WHEREAS, the City Council is willing to allow said encroachment under the terms and
conditions of the Agreement.

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

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

2. The Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City.

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

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama Municipal corporation ("City"), and **DAVID McCLINTOC AND OLGA COFIELD**, husband and wife, who are the undersigned owners of the real property described below, the ("Owner").

WITNESSETH:

WHEREAS, Owner is the sole fee simple title holder of certain real property situated, lying, and being in the City of Opelika, Lee County, Alabama, physically located at 314 N. 11th Street and more particularly described as follows:

Begin at the intersection of the Southeast margin of 4th Avenue and the Southwest margin of North 11th Street in the City of Opelika, Alabama, being the North corner of Block 51 of L.P. GRANT LANDS, according to and as shown by TOTTEN'S OFFICIAL REAL ESTATE MAP OF THE CITY OF OPELIKA, ALABAMA, 1930, of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama: From said POINT OF BEGINNING, run thence in a Southwesterly direction along the Southeast margin of 4th Avenue, for a distance of 120.0 feet; run thence in a Southeasterly direction, parallel with 11th Street, for a distance of 95.0 feet; run thence Northeasterly and parallel with 4th Avenue, for a distance of 120.0 feet, to the margin of 11th Street; run thence Northwesterly along the Southwest margin of North 11th Street, for a distance of 95.0 feet to the POINT OF BEGINNING.

and being more particularly described in the deed recorded in the Office of the Judge of Probate of Lee County, Alabama, as attached hereto as **Exhibit A** ("Property"); and

WHEREAS, the City is the holder of, or maintains for public benefit, a public right-of-way, sidewalk corridor, and/or municipal utility easement ("Right-of-Way") running adjacent to, across, or within the boundaries of said Property; and

WHEREAS, Owner requests permission from the City to install, construct, position, and maintain a private structural improvement consisting specifically of:

A brick or stone and mortar wall and attendant support structures, referred-to herein as the/an ("Encroachment"), which physically encroaches into and upon the City's Right-of-Way, as explicitly delineated on the survey map/site plan attached hereto as **Exhibit B**; and

WHEREAS, the City of Opelika, with approval from the City Engineering Department, is willing to permit the presence of said Encroachment within the Right-of-Way strictly on a permissive, temporary, and revocable basis, subject to the conditions herein;

NOW, THEREFORE, for and in consideration of the premises, of the mutual covenants and obligations contained herein and of other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. Revocable Encroachment Authorization

The City hereby grants to Owner a non-exclusive, personal, and revocable permit to construct, locate and maintain the Encroachment within the Right-of-Way. This Agreement does not grant, convey, or imply any property rights, title, adverse possession rights, or permanent easement interests in the Right-of-Way to the Owner. Owner agrees never to assail, resist or deny the City's interest, right, title, each or all of them. The Agreement does not create an assignment by the City, actual or implied, of any of the City's interests or any vested rights in favor of Owner.

2. Construction, Maintenance and Safety Compliance

Owner shall assume all responsibility and cost for the safe operation, continuous maintenance, and physical upkeep of the Encroachment. The Encroachment must be constructed and maintained in a manner that does not interfere with vehicular or pedestrian traffic, sight distance triangles, public safety and maintains compliance with Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, all applicable municipal stormwater systems managed under the City's Storm Water Management Plan and all municipal ordinances, building codes and Opelika Historic Preservation Commission requirements, where applicable.

2.1 Construction Activities. Owner shall comply with all laws pertaining to construction on public property and, notwithstanding the Owner's indemnification of the City as set forth herein, no construction activity will increase or create the City's liability to third parties at any time. Owner is responsible for obtaining any necessary permits prior to performing any work on the Encroachment. All work including, but not limited to excavations by Owner on or within the Encroachment area and public right-of-way shall be properly safeguarded for the prevention of accidents and at all times during such work or at such other times as activities performed under the authority of this Agreement create any hazard or source of danger to any person or vehicle using the public right-of-way, Owner shall provide and maintain sufficient barriers, danger signals, lanterns, detours and take such other measures or precautions as the City shall reasonably require. Owner is required to locate underground utility services prior to commencing any excavation and to prevent any infrastructure service damage or interruption.

2.2. Utilities. Owner shall pay all charges for services or utilities furnished or used in connection with its use and construction of the Encroachment, and shall pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including the City.

3. Subordination to City and Utility Requirements

This Agreement is fully subordinate to the rights and needs of the City of Opelika and any authorized public utility providers. If the City, its Licensees or Franchisees need to access, expand, repair, or maintain infrastructure within the Encroachment portion of its Right-of-Way, Owner shall, upon written demand, remove the Encroachment immediately at Owner's sole expense. If the Owner fails to do so, the City shall remove the Encroachment and the Owner

shall be exclusively responsible to reimburse the City for the costs thereof. The City shall not be liable for any damage to the Encroachment resulting from necessary routine maintenance or emergency right-of-way work, installation and/or repair.

4. Indemnification and Hold Harmless

Owner agrees to protect, defend, indemnify, and hold harmless the City of Opelika, its elected officials, officers, employees, contractors, boards, commissions and agents from any and all claims, liabilities, losses, damages, injuries or death to persons or property arising out of or resulting from the construction, maintenance, presence, use, existence or removal of the Encroachment. In the event of any related suit, claim or action against the City which triggers the provisions of this paragraph, the City shall be defended by a licensed attorney approved and chosen exclusively by the City. The terms of this paragraph shall remain in effect and survive the expiration or termination of this Agreement without limitation.

5. Termination and Restoration

The City of Opelika reserves the right to terminate this license at any time, with or without cause, by providing thirty (30) days written notice to the Owner. Upon receiving notice of termination, Owner shall promptly remove the Encroachment and restore the Right-of-Way to a clean, graded condition acceptable to, and approved by, the Opelika Engineering Department.

6. Covenant Running with the Land

This Agreement shall be recorded in the Office of the Judge of Probate of Lee County, Alabama. The benefits, burdens, and obligations herein shall constitute a covenant running with the land and shall be binding upon the Owner, their heirs, executors, administrators, successors in title, assigns and any future buyers or transferees of the Property, in addition, subordinate and subject to the terms and conditions of any existing easements, covenants and rights of way.

7. No Liens. Owner shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in, on or to the Encroachment and for all materials furnished for or in connection with such work. Owner shall keep the Licensed Area free from any mechanics' liens, vendor's liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Owner.

8. Risk Mitigation. The Owner shall exercise the rights, privileges and permission granted herein exclusively at Owner's own risk.

9. Termination. This Agreement and the License herein granted to Owner may be terminated by either party for any reason or no reason upon giving sixty (60) days written notice. In addition, this Agreement may be terminated by the City upon thirty (30) days written notice to Owner of a breach of any term or condition of this Agreement. No notice is required by the City in an emergency as determined exclusively by the City.

10. Removal of Encroachments upon Termination. At such time as this Agreement and License herein granted to Owner is terminated, Owner shall remove, at the Owner's sole cost and

expense, any and all encroachments or improvements on or maintained by Owner in the City's right-of-way, at the sole and exclusive discretion of the City.

11. Breach and Limitation of Damages. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to Owner for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Owner against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any obligations of Owner relating to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Owner reasonable attorney's fees.

12. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the City:
Mayor
City of Opelika
P.O. Box 390
Opelika, AL 36803

To the Owner:
David McClintoc and Olga Cofield
8261 West Hall Road
Pinson, AL 35126

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following the mailing. Notices personally delivered shall be deemed to have been given upon delivery.

13. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

14. No Personal Liability. No official, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

15. Severability. The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

16. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Alabama. The venue for the resolution of any disputes or the enforcement of any rights

arising out of or in connection with this License Agreement shall be in the Circuit Court of Lee County, Alabama.

17. References in Agreement. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa.

18. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

20. Binding Agreement on the Parties. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

21. Entire Agreement. This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

22. Modification. This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly authorized and executed amendment hereof.

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

THE CITY OF OPELIKA, ALABAMA

By: _____
EDDIE SMITH, ITS MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

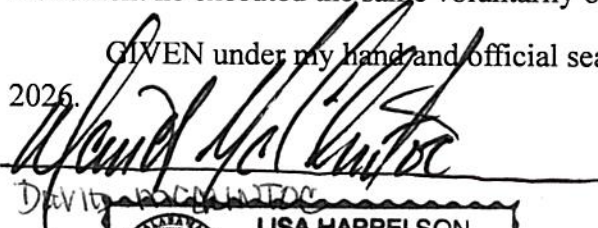
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **EDDIE SMITH and RUSSELL JONES**, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before 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.

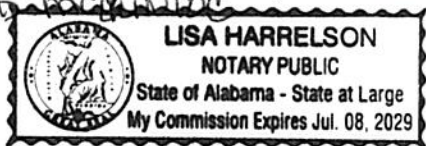
GIVEN under my hand and official seal of office this the ____ day of _____, 2026.

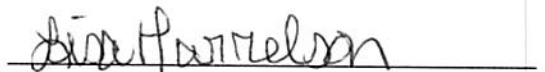
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **DAVID McCLINTOC**, 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 04 day of August 2026, 2026.


DAVID McCLINTOC





NOTARY PUBLIC
MY COMMISSION EXPIRES: 7/8/29

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **OLGA COFIELD**, 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 she executed the same voluntarily on the day the same bears date.


OLGA COFIELD

GIVEN under my hand and official seal of office this the 7 day of August, 2026.





NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/3/2030

EXHIBIT "A"

Send tax notices to:

David McClintoc + Olga Cofield
8261 W5+ Hill Rd
Pinson, AL 35126

STATE OF ALABAMA)

COUNTY OF LEE)

2596 840

Recorded in the Above

DEEDS Book & Page

05-04-2020 11:46:58 AM

Bill English - Probate Judge

Lee County, AL

Book/Pg: 2596/840

Term/Cashier: CHPJDSK02 / coliver

Tran: 23081.336444.448947

Recorded: 05-04-2020 11:47:14

NTX NO TAX COLLECTED

REC Recording Fee

Total Fees: \$ 15.00

1.00

14.00

SPECIAL WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS, that for and in consideration of One Hundred Fifty-Nine Thousand And No/100 Dollars (\$159,000.00) and other good and valuable consideration to the undersigned Fannie Mae A/K/A Federal National Mortgage Association (hereinafter referred to as Grantor), in hand paid by David McClintoc and Olga Cofield, husband and wife, joint tenants with full rights of survivorship (hereinafter collectively referred to as Grantee), the receipt and sufficiency whereof are hereby acknowledged. Grantor does hereby grant, bargain, sell and convey unto the said Grantee that certain real estate situated in Lee County, Alabama being more particularly described as:

Begin at the intersection of the Southeast margin of 4th Avenue and the Southwest margin of North 11th Street in the City of Opelika, Alabama, being the North corner of Block 51 of L. P. GRANT LANDS, according to and as shown by TOTTEN'S OFFICIAL REAL ESTATE MAP OF THE CITY OF OPELIKA, ALABAMA, 1930, of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama: From said POINT OF BEGINNING, run thence in a Southwesterly direction along the Southeast margin of 4th Avenue, for a distance of 120.0 feet; run thence in a Southeasterly direction, parallel with 11th Street, for a distance of 95.0 feet; run thence Northeasterly and parallel with 4th Avenue, for a distance of 120.0 feet, to the margin of 11th Street; run thence Northwesterly along the Southwest margin of North 11th Street, for a distance of 95.0 feet to the POINT OF BEGINNING.

Property Address (For Informational Purposes): 314 N 11th Street, Opelika, AL 36801

TO HAVE AND TO HOLD unto said Grantee, their successors and assigns, in fee simple, forever.

EXHIBIT "B"



Real Estate Sales Validation Form*This Document must be filled out in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name: Fannie Mae a/k/a Federal National Mortgage Association
Mailing Address: 5600 Granite Parkway, Plano, TX 75024

Grantee's Name: David McClintoc and Olga Cofield
Mailing Address: 8261 West Hill Road, Pinson, AL 35126

Property Address: 314 N 11th Street
Opelika AL 36801

Date of Sale: 27th day of April, 2020
Total Purchase Price: \$159,000.00
or
Actual Value: \$
or
Assessor's Market Value: \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other _____
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: April 27, 2020

____ Unattested _____
(verified by)

Print: Tasha A. F. L.
Sign: [Signature]
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

RESOLUTION NO. _____

**RESOLUTION SETTING HEARING DATE ON PETITION TO REVOKE
THE BUSINESS LICENSE ISSUED TO TOP SHELF ALTERNATIVES LLC,
LOCATED AT 510 GENEVA STREET**

WHEREAS, the City Council (the “Council”) has reviewed the Petition filed by the Revenue Department to revoke the business license issued by the City of Opelika to Top Shelf Alternatives LLC, located at 510 Geneva Street, STE 3 & 4, Opelika, Alabama; and

WHEREAS, pursuant to §14-318(a), a business license may be suspended or revoked by the City Council after notice to the Licensee and a public hearing for certain specified reasons; and

WHEREAS, the Purchasing/Revenue Manager has requested a public hearing pursuant to Section 14-318(c)(2) of the City Code for the possible revocation of the business license of Top Shelf Alternatives LLC, due to Top Shelf Alternatives having become a public nuisance and dangerous to the public health, safety and welfare; and

WHEREAS, the City Council must hold a public hearing to determine if there is substantial evidence justifying the suspension or revocation of the license; and

WHEREAS, the City Council must set the public hearing date by resolution.

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

1. That the City Council will conduct a public hearing on Tuesday, September 1, 2026, at 6:00 p.m. in the Courtroom of the Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Alabama, to consider the Petition filed by the Revenue Department seeking the possible revocation of the retail business license issued to Top Shelf Alternatives LLC.
2. That the City Clerk is hereby directed to give notice of the date and time of the

public hearing and the grounds for revocation of the business license to the Licensee at least ten (10) days prior to the public hearing as set forth by the provisions of §14-318(c)(2) of the *Code of Ordinances* of the City of Opelika.

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

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

ATTEST:

CITY CLERK

**PETITION FOR REVOCATION OF CITY OF OPELIKA BUSINESS
LICENSE
(TOP SHELF ALTERNATIVES, LLC)**

TO: MEMBERS OF THE OPELIKA CITY COUNCIL
FROM: COURTNEY ROSS, PURCHASING-REVENUE MANAGER
DATE: SEPTEMBER 1, 2026
RE: RECOMMENDATION FOR REVOCATION OF BUSINESS LICENSE
ISSUED TO TOP SHELF ALTERNATIVES LLC, 510 GENEVA
STREET, STE 3 & 4, OPELIKA, ALABAMA

The Revenue Department hereby seeks revocation of the business licenses issued to Top Shelf Alternatives LLC, relating to the business located at 510 Geneva Street, STE 3 & 4, Opelika, Alabama. This Petition is made pursuant to §14-318(c) of the *Code of Ordinances* of the City of Opelika, which provides that the Revenue Department may petition the City Council to suspend or revoke a business license.

I INTRODUCTION

Top Shelf Alternatives LLC (the “Licensee”) owns and operates a retail store located at 510 Geneva Street, STE 3 & 4, Opelika, Alabama. The Licensee operates its business at the above address as an Alabama limited liability company. The following business licenses were issued by the City to the Licensee:

- Retail: License issued on Jan. 20, 2026

The Revenue Department seeks to revoke the above business license issued to the Licensee. The evidence in this case shows that on-site management engaged in illegal activities and misconduct, and the Licensee is unworthy of its business license.

II. STATEMENT OF LAW

The Revenue Department is charged with the primary responsibility of administering the City of Opelika’s business license tax ordinance. Any person who conducts business in the City of Opelika must obtain a business license on or before the business commences and must renew such license each year. Section 14-318 of the *Code of Ordinances* of the City of Opelika, provides, in part, as follows:

- (a) *Generally.* Any business license issued pursuant to this chapter, or the privilege to obtain a business license, may be suspended or revoked by the city council after notice and public hearing for any of the following reasons:
- (1) The licensee, taxpayer or license applicant, or its principal, agent, servant, or employee, violates or has violated any provision of this code or any ordinance of the city, or any federal or state law, rule or regulation relating to the license, the business, the premises, or business activity to which the license or application pertains.
 - (2) The licensee, taxpayer or license applicant, or its principal, agent, servant, or employee, violates, aids in violating, or knowingly allows to be violated any criminal ordinance of the city or any criminal law of the state on the licensed premises.
 - (3) The business or its operation is, or is reasonably likely to become, if allowed to commence or continue, offensive, injurious, or dangerous to the public health, safety, or general welfare, to the extent of constituting nuisance.

III. STATEMENT OF FACTS

On 6/22/2026 Opelika Vice and Narcotics Detectives received a complaint by agents of the ABC Board (Alcohol Beverage Control Board) in reference to the owners of "Top Shelf Alternatives," Bradley Haddon and Kayla Haddon, selling flowering bud and pre-rolled cigarettes (joints) from their store front located at 510 Geneva Street, Suites 3 and 4, Opelika, Lee County, Alabama 36801.

On 6/25/2026 Sgt. James Daniel and Sgt. Jacob Taylor met with special agents from the SBI (State Bureau of Investigations) to conduct a controlled buy from "Top Shelf Alternatives." At approximately 3:00pm on 6/25/2026, a Special Agent with SBI entered the store and purchased two 3.5g packages of "flowering bud" from inside the store. The entire encounter was audio and video recorded with a device the SBI Agent had on his person. The person who sold the product to the agent was identified as Kayla Haddon. The product was located at the rear of the store, stored loosely in large glass jars on a shelf. Kayla would allow the agent to select which product he wanted and removed the product with tongs prior to placing it into plastic bags which contained the store's

information printed on them. Both bags contained the same information with its contents handwritten on them by Kayla. Research revealed the product names, "Blackout Berries and Trop. Cookies," both are derivatives of cannabis. Officers field tested the product, and it tested positive for THC. The receipt received for the purchase of the products contained Bradley Haddon's name as the person who served the Special Agent.

On 6/29/2026, an undercover Special Agent conducted another controlled suspected Hemp Flower buy from Kayla Haddon which was also recorded.

On 6/30/2026, a Special Agent from SBI, working in an undercover capacity, was directed to travel to 510 Geneva Street, Suites 3 and 4 (Top Shelf Alternatives), Opelika, Lee County, Alabama, and make a controlled buy from anyone in the store. Upon arrival, the Special Agent contacted the store owner, Bradley Haddon, behind the counter. The special agent asked if the Indica Hemp was available for purchase. Haddon stated that it was being shipped to his house today, and his wife was going to bring it to the store when it got delivered. Haddon's address on his license is 1805 Archer Court, Opelika, Lee County, Alabama. During the conversation with the special agent, Haddon looked at his phone and stated it is supposed to be delivered by 12 today and he would text the special agent when it comes in. The Special Agent then purchased 3.5 grams of illegal Hemp Flower from Haddon. Detectives have seen Haddon's vehicle parked on numerous occasions at 1805 Archer Court, Opelika, Lee County, Alabama. While conducting surveillance at the business located at 510 Geneva Street, Suites 3 and 4, Detectives observed Kayla Haddon, walking out of the business at closing time, with a large whiteish color duffle bag and place it into her vehicle. Kayla Haddon then drove from the business to her residence, 1805 Archer Court, Opelika, Lee County, Alabama. Due to the listed facts above, Detectives believe the store and the residence located at 1805 Archer Court, Opelika, Lee County, Alabama, to contain illegal Hemp Flower or the proceeds of illegal Hemp Flower Sales.

On 6/30/2026 Sgt. Jacob Taylor obtained search warrants for both "Top Shelf Alternatives", 510 Geneva Street, Opelika, Lee County, AL and 1805 Archer Court, Opelika, Lee County, AL.

On 07/01/2026 at approximately 9:01 A.M., Opelika Vice and Narcotics Detectives, K9 Officers, and SRO Officers executed a search warrant at 1805 Archer Court Opelika, Lee County, Alabama. Upon arrival, Officers knocked and announced their presence and the target of the search warrant, Bradley Haddon opened the door, and he was detained. The second target of the search warrant, Kayla Haddon, was not present. Officers also contacted two other juveniles; however, they were released to a neighbor at 1801 Archer Court. Officers cleared the residence and after it was cleared, Detective Alejandro Reyna met with Bradley and provided him with a copy of the search warrant. Officers processed the scene, searched the residence and they located the following.

Inside the kitchen cabinet next to the refrigerator:

- One blue box with Marijuana residue, grinder, glass pipe and rolling papers.
- One glass jar holding miscellaneous U.S. coins containing a plastic bag with three partially smoked Marijuana cigarillos.
- One “URB” Vegan bottle THC/CBD gummies.
- Five packs labeled Top Shelf Alternatives containing suspected Marijuana.
- One Mason glass jar containing suspected Marijuana.
- One pack containing two THC/CBD gummies.
- One “Habit” vape pen containing THC Hemp.
- One container holding an unknown liquid substance. The liquid was extracted and placed into a sample bottle.

In the living room floor, next to the “Steelwater” gun safe was a green bag pack. Inside the backpack, it contained \$3673.00 in U.S. currency, and one First Bank deposit slip of \$1500.00 dated on 06/29/2026. The denominations are as follows:

- (27) \$100.00 dollar bills = \$2700.00
- (1) \$50.00 dollar bill = \$50.00
- (46) \$20.00 = \$920.00
- (3) \$1.00 = \$3.00

On the second floor, inside the computer room, the following documents were collected.

- Top Shelf Alternative documents with list of product prices.
- Southern States bank and Four-Season Federal Credit Union bank statements.
- Alabama Department of Revenue documents.
- Notebook belonging to Kayla Haddon. Inside the notebook it contained information on Delta 8, Delta 9, gummies, edibles, CBD/THC and THC percentages for the product they sell at Top Shelf Alternative business.

Three Apple I-phones were also collected. One I-phone from Bradley’s person, one I-phone from his daughter’s bedroom, and one I-phone from his son’s bedroom.

While Officers were searching, Bradley uttered to K9 Sgt. Jonathon Glover that he wasn’t going to speak to Officers and he requested an attorney. Det. Trey Harris met with Bradley, and he provided him with a copy of the search warrant inventory. Bradley was placed in the rear of Off. David Smiths’ patrol unit with a seatbelt and transported to the Opelika Police Department. At the Opelika Police Department, Bradley was advised of his charges and transported to the Lee County Detention Center and turned over to custody of jailers without incident. All evidence was collected and placed in Central Evidence at the Opelika Police Department.

On 7/01/2026 at approximately 09:05 A.M., Opelika Vice and Narcotics Detectives, K-9

Officers, SBI agents, and ABC agents executed a search warrant for “Top Shelf Alternatives”, located at 510 Geneva Street Suites 3 and 4, Opelika, Lee County, AL. This is the business of Kayla and Bradley Haddon targets listed on the search warrant. Sgt. James Daniel, Sgt. Jacob Taylor, and Chief Brenton Brown entered the store shortly after they observed Kayla open for business. There were two customers inside the Hemp store when officers arrived. One customer was walking away from the counter where Kayla was standing behind, and another was waiting to be served. Both customers were allowed to leave, and Kayla was detained and provided a copy of the search warrant. Officers then conducted a search of the store and located the following:

Suite 3 (Hemp Side):

- (6) Clear Glass Jars containing suspected Loose Hemp Flower and (1) Empty Glass jar containing suspected Hemp residue on shelves on the back wall.
- (1) Clear Glass Jar containing loose Hemp Flower on the back counter.
- Scale with Hemp residue and tongs on the back counter.
- Loose Hemp Flower on a shelf behind the counter.
- Empty baggies and labels from the shelf from behind the counter where the loose Hemp Flower was located.
- THC Slushy mix from the back room.
- iPad (used as a register) from the counter.
- Cash from the register behind the counter:
 - (3) \$20 dollar bills = \$60.00
 - (6) \$10 dollar bills = \$60.00
 - (7) \$5 dollar bills = \$35.00
 - (31) \$1 dollar bills = \$31.00

Suite 4 (Vape Side):

- Packaging labels from storage the closet.
- Plastic Baggies in UPS package from the storage closet.
- Folder containing product information from middle filing cabinet drawer located in the office.
- Kayla Haddon’s cell phone from her purse.
- DVR from the office.
- iPad (used as a register) from the counter.
- Cash from the register behind the counter:
 - (4) \$20 dollar bills = \$80.00
 - (5) \$10 dollar bills = \$50.00
 - (9) \$5 dollar bills = \$45.00
 - (14) \$1 dollar bills = \$14.00

Once officers finished processing the scene and recovering evidence, Kayla was transported to the Opelika Police Department where she refused to provide a statement. Kayla was made aware of her charges and was transported to the Lee County Jail where she was released to the custody of the jailers without incident. All evidence was placed into Central Evidence at the Opelika Police Department.

On 7/01/2026 Sgt. Jacob Taylor and Sgt. James Daniel obtained and executed warrants on Kayla and Bradley Haddon. Kayla was charged with (4) counts of Sale or Possession of Unlawful Hemp Products and Bradley was charged with (3) counts of Sale or Possession of Unlawful Hemp Products.

On 7/02/2026 Opelika Vice and Narcotics detectives compared money seized from both the business and residence of Bradley and Kayla Haddon. A five-dollar bill serial number QJ31416758A was in the cash register of Suite 3. Two twenty-dollar bills were located at the residence serial numbers PK43887870A and NE58832450A. The money that was seized from the business and the residence contained Opelika Police Department's money that had been recorded previously to the buy.

On 7/8/2026, Sgt. Taylor transported suspected drug evidence to Alabama Department of Forensic Sciences (ADFS).

On 7/17/2026, Sgt. Taylor obtained the lab reports from ADFS, which returned the substances as Marijuana (A Controlled Substance).

On 7/21/2026, Sgt. Taylor issued warrants on Bradley Haddon for Drug Trafficking (Marijuana) and (2) counts of Unlawful Distribution of a Controlled Substance.

On 7/21/2026, Sgt. Taylor issued warrants on Kayla Haddon for Drug Trafficking (Marijuana) and (3) counts of Unlawful Distribution of a Controlled Substance.

On 7/21/2026, Bradley Haddon and Kayla Haddon were arrested on all their outstanding felony warrants and transported to the Lee County Jail where they were turned over to jailors without incident.

Based on the previous facts showing that both Haddon's are trafficking and selling illegal controlled substances (Marijuana) out of their business, Top Shelf Alternatives, LLC, the evidence indicates that the Licensee is conducting its business in an illegal manner in violation of State law or in such a manner as to constitute a public nuisance.

IV. CONCLUSION

The Revenue Department respectfully requests that the City Council set a date for hearing this Petition and then revoke the aforementioned business licenses issued by the City to the Licensee.

Respectfully submitted,



COURTNEY ROSS
PURCHASING-REVENUE MANAGER

RESOLUTION NO. _____

**RESOLUTION REVOKING BUSINESS LICENSE ISSUED TO
TOGETHER WE THRIVE, LLC, RELATING TO WILD WING CAFE
LOCATED AT 3040 CAPPS DRIVE**

WHEREAS, the City of Opelika (the “City”) heretofore issued an alcohol license to Together We Thrive, LLC, relating to the Wild Wing Café located at 3040 Capps Drive, Opelika, Alabama.

WHEREAS, Section 14-318 of the Opelika *Code of Ordinances* provides that any business license may be revoked by the City Council, after notice and public hearing, for any of the reasons set out in said code section; and

WHEREAS, Section 14-318(a) specifically states that a business license may be revoked for any of the following reasons:

- (1) The licensee, taxpayer or license applicant, or its principal, agent, servant, or employee, violates, aids in violating, or knowingly allows to be violated any criminal ordinance of the city or any criminal law of the state on the licensed premises.
- (2) The building, structure or equipment used in the conduct of the business does not comply with or fails to meet any health, zoning, fire, building and safety laws of the state or the ordinances of the City.
- (3) The business or its operation is, or is reasonably likely to become, if allowed to commence or continue, offensive, injurious, or dangerous to the public health, safety, or general welfare, to the extent of constituting nuisance.

WHEREAS, on August 4, 2026, the Opelika Revenue Department filed a petition with the City Council to revoke the alcohol license issued to Together We Thrive, LLC, related to the Wild Wing Cafe located at 3040 Capps Drive; and

WHEREAS, the City Council set a public hearing date for August 18, 2026, and served

notice of the public hearing and grounds for revocation on the Licensee; and

WHEREAS, on August 18, 2026, the City Council conducted a public hearing to consider the revocation of the alcohol license issued to Together We Thrive, LLC, relating to the Wild Wing Cafe; and

WHEREAS, the evidence provided by the City established that the Licensee operates its business as a public nuisance, and the buildings situated on the premises of the hotel property do not comply with or fail to meet fire, building and safety codes of the City; and

WHEREAS, the City established by a preponderance of the evidence that good cause exists for the revocation of the license.

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

1. That the City Council hereby makes the following findings of facts and conclusions of law:

- (a) The Licensee is engaging in the operation of a restaurant serving beer and liquor upon the premises located at 3040 Capps Drive.
- (b) The Licensee has allowed the restaurant premises to be the scene of ongoing criminal activity. Since its opening on or about March 13, 2026, the restaurant has had 92 responses by the Opelika Police Department to the Wild Wing Cafe for the following complaints:

Charging \$25 for entry.

Loud noise from parking lot.

Large number of cars and cars illegally parked.

Fighting in the parking lot.

Shots being fired as officers were arriving. Security guards pointed at Cadillac Escalade that eventually led police on a chase. Someone threw an AR-15 from the vehicle. Driver arrested for Att. To Elude (felony). Driver charged with felony att. To elude. Gunshot victim refused prosecution. 21

shell casings recovered on scene. 19-year-old arrested for minor in consumption from pursuit.

Drug use in the area.

Employee stole cash from the safe and left with bottles of liquor. Argument in parking lot. Owner, Finch, would not prosecute.

Fights inside the business.

DUI in parking lot at 2 am.

Large crowds. Business allowed people to leave to get under capacity.

Selling alcoholic beverages to minors. No ID check.

- (c) The Licensee has allowed persons to gather on the premises of the restaurant for purposes of engaging in drug-related activities.
- (d) The Licensee has failed to take reasonable measures to provide adequate security to make the restaurant premises reasonably safe for its guests and employees.

2. The City Council hereby revokes the current alcohol license issued to Together We Thrive, LLC, related to the Wild Wing Cafe located at 3040 Capps Drive, Opelika, Alabama. The Council further revokes the privilege of Together We Thrive, LLC, Wild Wing Café, Katina Wiggins and Jeroskie Finch to obtain a business license for a period of 36 months. No new license shall be issued to licensee or to any firm in which the licensee, its principals, or owners is interested during the period of such revocation.

3. That the Resolution shall take effect on its passage and adoption by the City Council.

4. The City Clerk is hereby directed to send a copy of the Resolution to the licensee, Together We Thrive LLC, Wild Wing Cafe and Jeroskie Finch.

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

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

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE RENAMING JOANN DRIVE
TO FAITH WAY**

WHEREAS, the former site of the JoAnn Stores Distribution Center (the “Distribution Center”) has a small public road that connects the entrance of the former Distribution Center to Northpark Drive; and

WHEREAS, this drive was named JoAnn Drive after the parent company of the Distribution Center; and

WHEREAS, this property has been repurposed and is being used by another company; and

WHEREAS, the new company has requested that the City change the name of the street to Faith Way; and

WHEREAS, the Economic Development Department and Planning Commission have recommended that the street name be changed to Faith Way; and

WHEREAS, the City Council has found and determined that it is now in the best interest of the City and its citizens to approve the request to rename the street.

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

Section 1. That the City Council hereby approves the renaming of JoAnn Drive to Faith Way.

Section 2. That the City Clerk is directed to file a certified copy of the Ordinance with the Lee County Probate Office.

Section 3. That the U.S. Postal Service, the E-911 Emergency System, the Lee County Revenue Commissioner, the Opelika Police Department, the Opelika Fire Department, the ambulance services and all utility and telephone companies shall be notified of the name change.

Section 4. That the Director of Public Works is hereby authorized and directed to post signs or other appropriate markings designating the street as Faith Way.

Section 5. That this ordinance shall become effective and enforced immediately upon its passage and publication as required by law.

Section 6. That the City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

Meeting Date:	May 26, 2026
Agenda Item	D-5
Action Requested:	Recommendation to City Council to rename Jo-Ann Drive to Faith Way

[illegible]

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTIONS (a)(11) AND (a)(12) OF SECTION 16-188 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA BY MODIFYING THE TIMES OF REDUCED SPEEDS AND CHANGING THE NAME OF AUBURN CLASSICAL ACADEMY TO LOGOS CLASSICAL CHRISTIAN ACADEMY

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

Section 1. Amendment. That subsections (a)(11) and (a)(12) of Section 16-188 of the *Code of Ordinances* (the “Code”) of the City of Opelika, Alabama, are hereby amended to read as follows:

Sec. 16-188 School Speed Zones

(a) School Speed Zones—Designated.

(11) *Fox Run School*. Fox Run Parkway (AL-1/U.S. 431) from Mile Post 138.405 North and extending to Mile Post 138-801. Twenty-five (25) mph speed limit during the hours of 7:00 a.m.—8:30 a.m. and 2:55 p.m.—4:00 p.m.

(12) *Logos Classical Christian Academy*. Waverly Parkway from Welcome Lane and extending to White Road. Twenty (20) mph speed limit during the hours of 7:30 a.m.—8:00 a.m. and 2:30 p.m.—3:00 p.m., Monday through Thursday.

Except as expressly modified or amended herein, all other subsections and provisions of Section 16-188 shall remain in full force and effect.

Section 2. Severability Clause. If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 3. Repealer Clause. All former ordinances or parts thereof conflicting or inconsistent with this ordinance are repealed.

Section 4. Effective Date. This ordinance shall become effective and enforced immediately upon its passage and publication as required by law.

Section 5. Publication. The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK