AUBURN
ALABAMA

July 2026
Meeting Schedule

2	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
6	**Planning Commission Packet Meeting,** 12 p.m., DSB Conference Room, 171 North Ross Street
7	**Committee of the Whole,** 5:55 p.m., Council Chamber, 141 North Ross Street
	City Council, 6:00 p.m., Council Chamber, 141 North Ross Street
9	**Planning Commission,** 5 p.m., Council Chamber, 141 North Ross Street
14	**Historic Preservation Commission,** 4 p.m., DSB Conference Room, 171 North Ross Street
16	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
21	**Committee of the Whole,** TBD, Council Chamber, 141 North Ross Street
	City Council, 6 p.m., Council Chamber, 141 North Ross Street
23	**Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
30	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue

Meeting times and places are subject to change.
For more information, including a map of City meeting locations,
please visit www.auburnalabama.org/boards.

COMMITTEE OF THE WHOLE

AGENDA

July 7, 2026

5:55 PM

1. **CALL TO ORDER**. Mayor Anders.

2. **MINUTES**. June 16, 2026

3. **PLANNING COMMISSION**. Mayor Anders.
   Two (2) vacancies. Terms begin August 1, 2026 and end July 31, 2032. Incumbents: Nonet Reese (2 full terms) and Vanessa Echols (1 partial term).

4. **QUESTIONS ON THE AGENDA**. City Manager Crouch.

5. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

June 16, 2026

MINUTES

The City Council of the City of Auburn met in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street as a Committee of the Whole on Tuesday, June 16, 2026, at 5:55 PM.

1. **CALL TO ORDER**. Mayor Anders called the meeting to order.

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Beth Witten, and Mayor Ron Anders. Absent: Connie Taylor. Also present was City Manager Megan McGowen Crouch.

2. **MINUTES**. June 2, 2026

Councilmember Adams moved that the minutes be approved.
Councilmember Moreman seconded the motion, and all members voted aye.
Mayor Anders declared the minutes approved.

3. **QUESTIONS ON THE AGENDA**.

None.

4. **ADJOURNMENT**.

There being no further business, the meeting was adjourned at 5:56 PM.

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
July 7, 2026
6:00 PM
AGENDA

1. **CALL TO ORDER.** Mayor Anders.

2. **ROLL CALL.**

3. **PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE.**

4. **MAYOR AND COUNCIL COMMUNICATIONS.** Mayor Anders.

   a. Employee of the Month and Service Awards.
   Video presentation.

Employee of the Month		
Jason Pearson	Inspection Services	
Service Awards		
Tarayla Zachery	Community Services	5 years
Rachael Johnson	Police	5 years
Mike Weaver	Water Resource Management	10 years
Christopher Griffin	Information Technology	15 years
Kami Evans	Finance	20 years
Retirees		
Jerald Dean	Engineering	24 years
Jude Hackett	Police	23 years
Billy Jackson	Public Works	30 years

   b. Committee of the Whole.

   c. Announcements.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

6. **CITIZENS' COMMUNICATIONS ON AGENDA ITEMS.**

7. **CITY MANAGER'S COMMUNICATIONS.** City Manager Crouch.

8. **CONSIDERATION OF CONSENT AGENDA.**

a. Minutes. June 16, 2026.

b. 2026 Regular Municipal Election. Electing candidates without opposition and presentation of Certificates of Election.

1. Ward 1 (District 1, Post 1). Connie Fitch Taylor.

2. Ward 2 (District 1, Post 2). Kirsten Milenkovitch.

3. Ward 3 (District 2, Post 1). Beth Witten

4. Ward 4 (District 2, Post 2). Tyler Adams.

5. Ward 6 (District 3, Post 2). Bob Parsons.

6. Ward 7 (District 4, Post 1). Max Coblentz.

c. Contracts and agreements.

1. Barge Design Solutions, Inc. Watershed Modeling of Town Creek and Structural Alternative Evaluation at South Gay Street Bridge. $222,672.

2. Dana Safety Supply, Inc. Purchase one hundred fifty (150) Walther PDP Pro handguns with optics and holsters. Police Department. $128,689.82.

3. Foresite Group, LLC. Saugahatchee Greenway concept plan design. $38,500.

4. Ken Kirkley Floor Covering, Inc. Carpet replacement for the Auburn Public Library. $129,070.

5. Musco Sports Lighting, LLC. Purchase LED lights for Yarbrough Tennis Center Outdoor Hard Courts. $219,900.

6. Wilson & Mazzola Architects, LLC. Professional Services Agreement. Engineering Services Membrane Roof Replacement. $56,250.

d. Easements and warranty deeds.

1. Auburn City Schools. Accept temporary construction easements. North Donahue Widening Project Phase I.

2. Church of the Highlands, Inc. Temporary construction easement. North Donahue Widening Project Phase I.

3. William Cleveland. Accept public easement. Childree Subdivision. Property located at 624 Maddox Street.

4. William Cleveland. Accept public drainage and utility easement. Spring Farm (D.W. Wards Subdivision). Property located at 611 Spring Street.

5. Donahue Crossing Condominium Owners Association, Inc. Accept temporary construction easement and authorize payment of $1,680. North Donahue Drive Widening Project Phase I.

6. Donahue Crossing Golf View Condominium Owners Association, Inc. Accept temporary construction easement and authorize payment of $720. North Donahue Drive Widening Phase I.

7. Milliways, LLC. Accept temporary construction easement and authorize compensation $24,362. North Donahue Widening Project Phase I.

8. Milliways, LLC. Accept warranty deed and authorize payment of $4,000. North Donahue Widening Project Phase I.

e. Concurrence. Industrial Development Board. Seohan Auto USA Corporation.

f. Board appointments. Planning Commission. Two (2) vacancies. Terms begin August 1, 2026, and end July 31, 2032.

9. **ORDINANCES.**

a. Traffic control signs and devices. Establish "No Parking" Zone. 206 and 208 Reese Avenue and 211 Marion Circle. Postponed from June 16, 2026.

10. **RESOLUTIONS.**

a. Conditional use approvals. Planning Commission recommendations. Public hearings required.

1. 1256 Shug Jordan Residential. Performance residential use (multiple-unit development). Property located at 1256 Shug Jordan Parkway.

2. Collegiate Condotel. Commercial and entertainment use (condotel). Property located at 211 South Gay Street. Postponed from June 16, 2026.

b. Vacation. Broadview Properties, FLP. Cherokee Road Vacations. Broadview Properties, FLP. Public hearing required.

c. Business license revocation. Wildcat Investments, LLC. d/b/a Jimmy Johns.

d. Contracts.

1. Foresite Group, LLC. Amendment No. 12. Boykin-Donahue Campus Project. $13,300.

2. Hoar Program Management, LLC. Amendment #3. Boykin-Donahue Campus Project. $135,600.

3. Foresite Group, LLC.Task Order DS 02-2026. Richland Park. $2,400,000.

4. Hoar Program Management, LLC. Task Order DS 01-2026. Richland Park Project. $2,242,000.

5. Hazen and Sawyer. Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) – Phase II. $248,000.

11. **OTHER BUSINESS.**

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, June 16, 2026, at 6:00 PM in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street.

1. CALL TO ORDER. Mayor Anders.

Mayor Anders called the meeting to order.

2. ROLL CALL.

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Beth Witten, and Mayor Ron Anders. Absent: Connie Taylor. Also present was City Manager Megan McGowen Crouch.

3. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE.

Mayor Anders invited all present to stand and join the Council in reciting the Pledge of Allegiance to the U.S. Flag and in observing a moment of silence after the Pledge.

4. MAYOR AND COUNCIL COMMUNICATIONS. Mayor Anders.

a. Committee of the Whole.

Mayor Anders provided a summary of the Committee of the Whole meeting previously held.

b. Announcements.

Mayor Anders thanked various groups for hosting him over the last two weeks and provided a preview of the events he will attend in the coming days.

Councilmember Moreman said the polls are open until 7 p.m.

Councilmember Parsons congratulated Councilmember Taylor on a successful Juneteenth event.

5. AUBURN UNIVERSITY COMMUNICATIONS.

Auburn University SGA Director of City Relations Andrew Faircloth updated the Council about events at Auburn University.

6. CITIZENS' COMMUNICATIONS ON AGENDA ITEMS.

None.

7. CITY MANAGER'S COMMUNICATIONS. City Manager Crouch.

a. Board vacancy announcement. Greenspace Advisory Board. Two (2) positions. Terms begin August 8, 2026, and end August 7, 2030.

City Manager Crouch announced vacancies on the Greenspace Advisory Board.

8. CONSIDERATION OF CONSENT AGENDA.

City Manager Crouch asked if any items should be removed from the consent agenda.

Councilmember Griswold removed item 8b1.

Councilmember Moreman removed item 8c3.

Councilmember Coblentz moved that the items on the consent agenda be adopted. Councilmember Witten seconded the motion, and all members voted aye.

Mayor Anders declared the consent agenda approved.

a. Minutes. June 2, 2026. **APPROVED**

b. Penalty waiver requests.

1. Articularis Healthcare Group DBA Premier Rheumatology of Alabama.

This item was removed from the consent agenda.

2. Raj Inc. DBA Shepherd's Cove Apartments. **APPROVED**

c. Contracts and agreements.

1. Azteca Systems, Inc. Cityworks Software Enterprise License Agreement Renewal. $144,606.66. **Resolution No. 26-130**

2. The Frazer Lanier Company, Inc. Designate as underwriter for the Series 2026 warrants. Warrant purchase agreement. **Resolution No. 26-131**

3. The Mark at Auburn, LLC. Landmark Properties, Inc. Temporary Parking Agreement. Wright Street.

This item was removed from the consent agenda.

4. Retirement System of Alabama and retirees of the City of Auburn. One-time payment. $74,126. **Resolution No. 26-133**

d. Easements and warranty deeds.

1. Auburn City Board of Education. Accept sanitary sewer easement. Property located at 1725 Pumphrey Avenue. **Resolution No. 26-134**

2. Auburn City Board of Education. Accept warranty deed. Property located along North Donahue Drive. North Donahue Drive Widening Project Phase I. **Resolution No. 26-135**

3. Auburn Opelika Habitat for Humanity. Accept statutory warranty deed. Property known as Westview Subdivision Lot 11 (cemetery). **Resolution No. 26-136**

4. Auburn University. Accept temporary construction easement. Auburn University Golf Training Facility. Property located at 1493 North Donahue Drive. North Donahue Widening Project Phase I. **Resolution No. 26-137**

5. Clayton Group Properties, Inc. Accept sanitary sewer, drainage, and utility easements. Mimm's Trail 15th Addition, Phase A. Property located at the southern extension of Mimm's Trail. **Resolution No. 26-138**

6. Edgar Hughston Builder, Inc. Accept warranty deed. Property located at Lot 2 of Richland Lands Subdivision. **Resolution No. 26-139**

7. Foresite Group, LLC. Accept public sanitary sewer and drainage and utility easements. Swann's Bridge Phase 2A. Property located at the Northeast corner of Black Swann Road and Cox Road in the Swann Farm PDD. **Resolution No. 26-140**

8. Lisa Hunt. Accept sewer easement. Property located at 139 Woodfield Drive. **Resolution No. 26-141**

9. Saugahatchee Road, LLC. Accept public easements. “Revision of Lot 2-A, Ross-Drake Subdivision, First Revision.” Property located at 415 North Ross Street. **Resolution No. 26-142**

b. Penalty waiver requests.

1. Articularis Healthcare Group DBA Premier Rheumatology of Alabama. **APPROVED**

City Manager Crouch said this item authorizes a penalty waiver request for Articularis Healthcare Group.

Councilmember Griswold asked questions about the fee.

City Manager Crouch and Finance Director Allison Edge answered the questions.

Councilmember Witten moved that the request be granted.
Councilmember Parsons seconded the motion and all members voted aye.
Mayor Anders declared the motion carried.

c. Contracts and agreements.

3. The Mark at Auburn, LLC. Landmark Properties, Inc. Temporary Parking Agreement. Wright Street. **Resolution No. 26-132**

City Manager Crouch said this resolution authorizes a temporary parking agreement for The Mark at Auburn, LLC.

Councilmember Moreman spoke about the temporary parking agreement and asked questions about it.

Development Services Executive Director Scott Cummings answered the questions and spoke about the agreement and how the parking spaces will be used.

9. ORDINANCES.

a. Amend City Code. Unanimous consent necessary.

1. Section 13-4. Discharge of Weapons.

City Manager Crouch said this ordinance amends Auburn City Code Section 13-4.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

The Council asked questions about the ordinance and City Manager Crouch answered the questions.

Upon roll call vote, the following Council members voted aye: Adams, Coblentz, Dawson, Griswold, Parsons, Witten, and Mayor Anders. Voting no: Moreman.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3590

2. Section 8-5. Display of Political Signs.

City Manager Crouch said this ordinance amends Auburn City Code Section 8-5.

Councilmember Parsons introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Parsons moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Upon roll call vote, the following Council members voted aye: Coblentz, Dawson, Griswold, Moreman, Parsons, Witten, Adams, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3591

b. Franchise Agreement. Vero Fiber Network. Unanimous consent necessary. Public hearing recommended.

City Manager Crouch said this ordinance authorizes a franchise agreement with Vero Fiber Network. She added that a public hearing was recommended.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Upon roll call vote, the following Council members voted aye: Dawson, Griswold, Moreman, Parsons, Witten, Adams, Coblentz, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3592

c. Traffic control signs and devices. Unanimous consent necessary.

1. Establish "No Parking Zone." On-street parking along west side of Ivy Lane and around the cul-de-sac.

City Manager Crouch said this ordinance authorizes establishes a “No Parking” Zone along the west side of Ivy Lane and around the cul-de-sac.

Councilmember Adams introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Adams moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Coblentz seconded the motion.
Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Upon roll call vote, the following Council members voted aye: Griswold, Moreman, Parsons, Witten, Adams, Coblentz, Dawson, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3593

2. Establish "No Parking" Zone. 206 and 208 Reese Avenue and 211 Marion Circle. **POSTPONED to July 7**

City Manager Crouch said this ordinance authorizes establishes a “No Parking” Zone at 206 and 208 Reese Avenue and 211 Marion Circle.

Councilmember Adams introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Adams moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Moreman seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Councilmember Parsons moved to postpone the item to July 7, 2026.
Mayor Anders seconded the motion, and all members voted aye.
Mayor Anders declared the item postponed to July 7, 2026.

City Manager Crouch asked Councilmember Parsons if this should be considered the first reading of the ordinance.
Councilmember Parsons answered affirmatively.

d. Annexations. Planning Commission recommendations. Unanimous consent necessary.

1. D&K Taylor. Approximately 0.77 acres. Property located at 775 Lee Road 84 (Pear Tree Road).

City Manager Crouch said this ordinance annexes approximately 0.77 acres.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Parsons seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Upon roll call vote, the following Council members voted aye: Parsons, Witten, Adams, Coblentz, Dawson, Griswold, Moreman, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3594

2. Noble Hall Easement Property Annexation. Annexation of approximately 64.29 acres. West side of Shelton Mill Road, south of Bridlewood Drive.

City Manager Crouch said this ordinance annexes approximately 0.77 acres.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Upon roll call vote, the following Council members voted aye: Witten, Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3595

e. Zoning. Planning Commission recommendations. Unanimous consent necessary. Public hearings required.

1. Noble Hall Easement Rezoning (Case RZ-2026-005). Approximately 64.29 acres to Comprehensive Development District (CDD). Property located west of Shelton Mill Road, south of Bridlewood Drive.

City Manager Crouch said this ordinance rezones approximately 64.29 acres to Comprehensive Development District (CDD). She added that a public hearing was required.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Warren Jolly (456 West Paces Ferry NW, Atlanta GA) spoke about his plans for the property.

There being no further comments from the audience, Mayor Anders closed the public hearing.

Upon roll call vote, the following Council members voted aye: Witten, Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3596

2. Noble Hall Core PUD (RZ-2026-007). Rezone approximately 54.07 acres to Planned Unit District (PUD). Property located west side of Shelton Mill Road, across from Ann Pearson Park.

City Manager Crouch said this ordinance rezones approximately 54.07 acres to Planned Development District (PUD). She added that a public hearing was required.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Warren Jolly (456 West Paces Ferry NW, Atlanta GA) continued speaking about his plans for the property.

The City Council asked questions and Mr. Jolly answered the questions.

Councilmember Witten asked Mr. Jolly if he would be amenable to a restriction on the types of weapons that can be used for hunting on the property.

Mr. Jolly agreed.

There being no further comments from the audience, Mayor Anders closed the public hearing.

Mayor Anders moved to amend the governing conditions to add item #8 that reads, “Hunting on the Property shall be limited to the use and/or discharge of bows and air rifles. The use and/or discharge of all other weapons, including those specifically identified in Section 13-4 of the Code of the City of Auburn, shall be prohibited.”
Councilmember Parsons seconded the motion and all members voted aye.
Mayor Anders declared the governing conditions amended.

Upon roll call vote, the following Council members voted aye: Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Witten, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3597

3. Noble Hall Easement Rezoning (Case RZ-2026-006). Rezone approximately 64.29 acres to Planned Unit District (PUD). Property located west side of Shelton Mill Road, south of Bridlewood Drive.

City Manager Crouch said this ordinance rezones approximately 64.29 acres to Planned Development District (PUD). She added that a public hearing was required.

Councilmember Coblentz introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Coblentz moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Dawson seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Warren Jolly (456 West Paces Ferry NW, Atlanta GA) requested the same hunting conditions as the previous item and continued speaking about his plans for the property.

There being no further comments from the audience, Mayor Anders closed the public hearing.

Councilmember Witten moved to amend the governing conditions to add item #8 that reads, "Hunting on the Property shall be limited to the use and/or discharge of bows and air rifles. The use and/or discharge of all other weapons, including those specifically identified in Section 13-4 of the Code of the City of Auburn, shall be prohibited."
Councilmember Parsons seconded the motion and all members voted aye.
Mayor Anders declared the governing conditions amended.

Upon roll call vote, the following Council members voted aye: Coblentz, Dawson, Griswold, Moreman, Parsons, Witten, Adams, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3598

10. RESOLUTIONS.

a. Conditional use approvals. Planning Commission recommendations. Public hearings required.

1. 229 Teague Court Industrial Expansion. Industrial use (manufacturing). Subject property is located at 229 Teague Court.

City Manager Crouch said this resolution authorizes conditional use approval for the expansion of an industrial use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-143

2. BASH Reformer Pilates. Commercial and entertainment use (fitness studio). Property located at 237 North Gay Street.

City Manager Crouch said this resolution authorizes conditional use approval for a commercial and entertainment use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Witten moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-144

3. Christ Presbyterian Church. Institutional use (church). Property located on North College Street across from Pine Hills Avenue.

City Manager Crouch said this resolution authorizes conditional use approval for an institutional use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Coblentz moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-145

4. Collegiate Condotel. Commercial and entertainment use (condotel). Property located at 211 South Gay Street. **POSTPONED**

City Manager Crouch said this resolution authorizes conditional use approval for a commercial and entertainment use. She added that a public hearing was required.

Councilmember Coblentz moved that the resolution be adopted.
Councilmember Witten seconded the motion.

Mayor Anders opened the public hearing.

Kim Wirth (211 S. Gay Street) spoke about the condotel and said they have a plan to address parking for both the Collegiate Hotel and the proposed Condotel.

There being no further comments from the audience, Mayor Anders closed the public hearing.

City Manager Crouch and City Attorney Paul Clark informed the City Council that the conditional use request before them could not be fully considered that evening because the Collegiate Hotel located on the adjacent parcel (205 S. Gay Street) relies on the condotel parcel (211 S. Gay street) for some of its required parking. Therefore, full consideration of a conditional use could not proceed if it were to make the use on the adjacent parcel non-conforming. They added that City

staff and the Wirths (the applicants) met earlier in the day and discussed parking alternatives that could satisfy the requirements. Finally, they recommended that the Council consider postponing this item to July 7 to give ample time for parking alternatives to be identified.

Councilmember Moreman moved that the resolution be postponed to July 7 and that another public hearing be held at that time.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution postponed to July 7, 2026.

5. KettenWulf. Industrial use (manufacturing). Property located at the intersection of Biltmore Lane and Haygood Court.

City Manager Crouch said this resolution authorizes conditional use approval for an industrial use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-146

6. New Day Car Wash. Road service use (car wash). Property located at 2865 East University Drive.

City Manager Crouch said this resolution authorizes conditional use approval for a road service use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Witten moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-147

7. Seohan Plant #3. Industrial use (auto supply/manufacturing) facility. Subject property to be located at 3100 Haygood Court.

City Manager Crouch said this resolution authorizes conditional use approval for an industrial use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-148

8. Shelton Mill Townhomes, Phase 5. Performance residential use (Multiple-Unit Development). 600 Shelton Lane.

City Manager Crouch said this resolution authorizes conditional use approval for a performance residential development use. She added that a public hearing was required.

Mayor Anders opened the public hearing.
There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Witten moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-149

b. Vacations. Public hearings required.

1. Auburn Holdings, LLC. Easement vacation. Property located at 395 Martin Avenue.

City Manager Crouch said this resolution approves the vacation of a portion of sanitary sewer easement located at 395 Martin Avenue. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Witten moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-150

2. PW Auburn LLC. Easement vacation. Property located at 419 West Veterans Boulevard.

City Manager Crouch said this resolution approves the vacation of a portion of public sanitary sewer easement located at 419 West Veterans Boulevard. She added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Witten seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-151

c. Contracts and agreements.

1. Commercial development agreement. ZMK Auburn, LLC. Zozo's Kitchen. 1433 Opelika Road. Unanimous consent necessary. Public hearing required.

City Manager Crouch said this resolution approves a commercial development agreement with ZMK Auburn, LLC. She added that unanimous consent and a public hearing were required.

Councilmember Moreman recused himself from the vote and left the meeting at 7:25 p.m.

Councilperson Adams moved that unanimous consent be granted to consider the resolution on its first reading.

Councilperson Parsons seconded the motion.
Upon roll call vote, the following Council members voted to approve unanimous consent: Adams, Coblentz, Dawson, Griswold, Parsons, Witten, and Mayor Anders. Voting no: None.

Mayor Anders declared unanimous consent granted and the resolution ready for adoption.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilperson Adams moved that the resolution be adopted.
Councilperson Parsons seconded the motion.

Upon roll call vote, the following Council members voted aye: Adams, Coblentz, Dawson, Griswold, Parsons, Witten, and Mayor Anders. Voting no: None.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-152

Councilmember Moreman returned to the meeting at 7:27 p.m.

2. JLD Enterprises, LLC. West Magnolia Storm and Sewer Replacement along West Magnolia Avenue from North Donahue Drive to Thomas Street. $433,500.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with JLD Enterprises, LLC.

Councilmember Witten moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-153

d. Concurrence. Industrial Development Board. VULCAFLEX, INC. Auburn Technology Park West – Annex II (Lot 6).

City Manager Crouch said this resolution concurs with the Industrial Development Board's decision to provide a package of incentives to VULCAFLEX, INC.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Adams seconded the motion, and the following members voted aye: Adams, Dawson, Griswold, Moreman, Parsons, Witten, and Mayor Anders. Voting no: None. Abstaining: Coblentz.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-154

e. Tax Abatement. VULCAFLEX, INC.

City Manager Crouch said this resolution authorizes a tax abatement for VULCAFLEX, INC.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Adams seconded the motion, and the following members voted aye: Adams, Dawson, Griswold, Moreman, Parsons, Witten, and Mayor Anders. Voting no: None. Abstaining: Coblentz.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-155

f. Community Development Block Grant (CDBG) 2026 Annual Action Plan.

City Manager Crouch said this resolution approves the Community Development Block Grant 2026 Annual Action Plan.

Councilmember Adams moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-156

11. OTHER BUSINESS.

None.

Councilmember Dawson asked for the minutes to reflect his abstention from the vote on item 8c4.

12. CITIZENS' OPEN FORUM.

Dr. Francis Piron (1270 East University Drive) spoke about a proposed Islamic Center.

Robert Wilkins (261 Denson Drive) thanked Councilmember Taylor for the Juneteenth celebration, spoke about the Constitution, voter turnout, and called for others to qualify for the municipal election.

Councilmember Griswold said the city should sponsor a Juneteenth activity.

13. ADJOURNMENT.

Councilmember Adams moved that the meeting be adjourned.
Councilmember Parsons seconded the motion, and all members voted aye.
The meeting was adjourned at 7:42 PM.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b 1

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

City Council candidate having no opposition: Connie Fitch Taylor

Description of item under consideration

Resolution electing the Ward 1 City Council Candidate who had no opposition at the close of qualifying on June 23, 2026, at 5 p.m.

Why is Council action needed?

Section 11-46-26, Code of Alabama, 1975, as amended, requires that Council adopt a resolution and issue a Certificate of Election to each candidate having no opposition indicating that they are duly elected to their respective positions.

Is this a budgeted item?: N/A

Resolution No. ___

WHEREAS, the City Council of the City of Auburn has received from the City Manager a certificate that only one candidate duly and property filed a Statement of Candidacy for the Office of Councilmember, Ward 1 (District 1, Post 1), by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for an election of municipal officers in the City of Auburn, Alabama; and

WHEREAS, the candidate named in said certificate is **Connie Fitch Taylor**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, under the provisions of Section 11-46-26, Code of Alabama, 1975, as amended that Connie Fitch Taylor be, and hereby is, declared to be duly elected to the Office of Councilmember, Ward 1 (District 1, Post 1); and

BE IT FURTHER RESOLVED THAT the City Council shall issue to Connie Fitch Taylor a Certificate of Election to the Office of Councilmember, Ward 1 (District 1, Post 1).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

AUBURN
ALABAMA

CERTIFICATE OF ELECTION

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

The undersigned herby certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that **Connie Fitch Taylor** is the only person who filed a Statement of Candidacy for **WARD 1 (DISTRICT 1, POST 1)** by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama and is duly elected to that office for the term commencing on the first Monday in November 2026.

Given under my hands and the seal of the City of Auburn, Alabama, this the 7th of July 2026.

_____
Mayor

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

AUBURN
ALABAMA

CERTIFICATE

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

TO THE CITY COUNCIL OF THE CITY OF AUBURN:

This is to certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that the following named individual is the only person who filed a Statement of Candidacy for named Ward, District, Post by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama.

Connie Fitch Taylor
Ward 1, District 1, Post 1

WITNESS MY HAND AND SEAL of the City of Auburn, Alabama, this the 24th day of June 2026.

City Manager

ATTEST:

Assistant City Clerk

Agenda Item Summary

Item No. 8 b 2

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

City Council candidate having no opposition: Kirsten Milenkovitch

Description of item under consideration

Resolution electing the Ward 2 City Council Candidate who had no opposition at the close of qualifying on June 23, 2026, at 5 p.m.

Why is Council action needed?

Section 11-46-26, Code of Alabama, 1975, as amended, requires that Council adopt a resolution and issue a Certificate of Election to each candidate having no opposition indicating that they are duly elected to their respective positions.

Is this a budgeted item?: N/A

Resolution No. ___

WHEREAS, the City Council of the City of Auburn has received from the City Manager a certificate that only one candidate duly and property filed a Statement of Candidacy for the Office of Councilmember, Ward 2 (District 1, Post 2), by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for an election of municipal officers in the City of Auburn, Alabama; and

WHEREAS, the candidate named in said certificate is **Kirsten Milenkovitch**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, under the provisions of Section 11-46-26, Code of Alabama, 1975, as amended that Kirsten Milenkovitch be, and hereby is, declared to be duly elected to the Office of Councilmember, Ward 2 (District 1, Post 2); and

BE IT FURTHER RESOLVED THAT the City Council shall issue to Kirsten Milenkovitch a Certificate of Election to the Office of Councilmember, Ward 2 (District 1, Post 2).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

AUBURN
ALABAMA

CERTIFICATE OF ELECTION

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

The undersigned herby certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that **Kirsten Milenkovitch** is the only person who filed a Statement of Candidacy for **WARD 2 (DISTRICT 1, POST 2)** by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama and is duly elected to that office for the term commencing on the first Monday in November 2026.

Given under my hands and the seal of the City of Auburn, Alabama, this the 7th of July 2026.

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Mayor

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

AUBURN
ALABAMA

CERTIFICATE

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

TO THE CITY COUNCIL OF THE CITY OF AUBURN:

This is to certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that the following named individual is the only person who filed a Statement of Candidacy for named Ward, District, Post by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama.

Kirsten Milenkovitch
Ward 2, District 1, Post 2

WITNESS MY HAND AND SEAL of the City of Auburn, Alabama, this the 24th day of June 2026.

City Manager

ATTEST:

Assistant City Clerk

Agenda Item Summary

Item No. 8 b 3

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

City Council candidate having no opposition: Beth Witten

Description of item under consideration

Resolution electing the Ward 3 City Council Candidate who had no opposition at the close of qualifying on June 23, 2026, at 5 p.m.

Why is Council action needed?

Section 11-46-26, Code of Alabama, 1975, as amended, requires that Council adopt a resolution and issue a Certificate of Election to each candidate having no opposition indicating that they are duly elected to their respective positions.

Is this a budgeted item?: N/A

Resolution No. ___

WHEREAS, the City Council of the City of Auburn has received from the City Manager a certificate that only one candidate duly and property filed a Statement of Candidacy for the Office of Councilmember, Ward 3 (District 2, Post 1), by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for an election of municipal officers in the City of Auburn, Alabama; and

WHEREAS, the candidate named in said certificate is **Beth Witten**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, under the provisions of Section 11-46-26, Code of Alabama, 1975, as amended that Beth Witten be, and hereby is, declared to be duly elected to the Office of Councilmember, Ward 3 (District 2, Post 1); and

BE IT FURTHER RESOLVED THAT the City Council shall issue to Beth Witten a Certificate of Election to the Office of Councilmember, Ward 3 (District 2, Post 1).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

CERTIFICATE OF ELECTION

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

The undersigned herby certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that **Beth Witten** is the only person who filed a Statement of Candidacy for **WARD 3 (DISTRICT 2, POST 1)** by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama and is duly elected to that office for the term commencing on the first Monday in November 2026.

Given under my hands and the seal of the City of Auburn, Alabama, this the 7th of July 2026.

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Mayor

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

AUBURN
ALABAMA

CERTIFICATE

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

TO THE CITY COUNCIL OF THE CITY OF AUBURN:

This is to certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that the following named individual is the only person who filed a Statement of Candidacy for named Ward, District, Post by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama.

Beth Witten
Ward 3, District 2, Post 1

WITNESS MY HAND AND SEAL of the City of Auburn, Alabama, this the 24th day of June 2026.

City Manager

ATTEST:

Assistant City Clerk

Agenda Item Summary

Item No. 8 b 4

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

City Council candidate having no opposition: Tyler Adams

Description of item under consideration

Resolution electing the Ward 4 City Council Candidate who had no opposition at the close of qualifying on June 23, 2026, at 5 p.m.

Why is Council action needed?

Section 11-46-26, Code of Alabama, 1975, as amended, requires that Council adopt a resolution and issue a Certificate of Election to each candidate having no opposition indicating that they are duly elected to their respective positions.

Is this a budgeted item?: N/A

Resolution No. ___

WHEREAS, the City Council of the City of Auburn has received from the City Manager a certificate that only one candidate duly and property filed a Statement of Candidacy for the Office of Councilmember, Ward 4 (District 2, Post 2), by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for an election of municipal officers in the City of Auburn, Alabama; and

WHEREAS, the candidate named in said certificate is **Tyler Adams**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, under the provisions of Section 11-46-26, Code of Alabama, 1975, as amended that Tyler Adams be, and hereby is, declared to be duly elected to the Office of Councilmember, Ward 4 (District 2, Post 2); and

BE IT FURTHER RESOLVED THAT the City Council shall issue Tyler Adams a Certificate of Election to the Office of Councilmember, Ward 4 (District 2, Post 2).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

CERTIFICATE OF ELECTION

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

The undersigned herby certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that **Tyler Adams** is the only person who filed a Statement of Candidacy for **WARD 4 (DISTRICT 2, POST 2)** by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama and is duly elected to that office for the term commencing on the first Monday in November 2026.

Given under my hands and the seal of the City of Auburn, Alabama, this the 7th of July 2026.

_____
Mayor

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

AUBURN
ALABAMA

CERTIFICATE

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

TO THE CITY COUNCIL OF THE CITY OF AUBURN:

This is to certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that the following named individual is the only person who filed a Statement of Candidacy for named Ward, District, Post by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama.

Tyler Adams
Ward 4, District 2, Post 2

WITNESS MY HAND AND SEAL of the City of Auburn, Alabama, this the 24th day of June 2026.

City Manager

ATTEST:

Assistant City Clerk

Agenda Item Summary

Item No. 8 b 5

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

City Council candidate having no opposition: Bob Parsons

Description of item under consideration

Resolution electing the Ward 6 City Council Candidate who had no opposition at the close of qualifying on June 23, 2026, at 5 p.m.

Why is Council action needed?

Section 11-46-26, Code of Alabama, 1975, as amended, requires that Council adopt a resolution and issue a Certificate of Election to each candidate having no opposition indicating that they are duly elected to their respective positions.

Is this a budgeted item?: N/A

Resolution No. ___

WHEREAS, the City Council of the City of Auburn has received from the City Manager a certificate that only one candidate duly and property filed a Statement of Candidacy for the Office of Councilmember, Ward 6 (District 3, Post 2), by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for an election of municipal officers in the City of Auburn, Alabama; and

WHEREAS, the candidate named in said certificate is **Bob Parsons**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, under the provisions of Section 11-46-26, Code of Alabama, 1975, as amended that Bob Parsons be, and hereby is, declared to be duly elected to the Office of Councilmember, Ward 6 (District 3, Post 2); and

BE IT FURTHER RESOLVED THAT the City Council shall issue to Bob Parsons a Certificate of Election to the Office of Councilmember, Ward 6 (District 3, Post 2).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

AUBURN
ALABAMA

CERTIFICATE OF ELECTION

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

The undersigned herby certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that **Bob Parsons** is the only person who filed a Statement of Candidacy for **WARD 6 (DISTRICT 3, POST 2)** by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama and is duly elected to that office for the term commencing on the first Monday in November 2026.

Given under my hands and the seal of the City of Auburn, Alabama, this the 7th of July 2026.

_____
Mayor

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Councilmember

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Councilmember

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Councilmember

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Councilmember

AUBURN
ALABAMA

CERTIFICATE

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

TO THE CITY COUNCIL OF THE CITY OF AUBURN:

This is to certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that the following named individual is the only person who filed a Statement of Candidacy for named Ward, District, Post by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama.

Bob Parsons
Ward 6, District 3, Post 2

WITNESS MY HAND AND SEAL of the City of Auburn, Alabama, this the 24th day of June 2026.

City Manager

ATTEST:

Assistant City Clerk

Agenda Item Summary

Item No. 8 b 6

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

City Council candidate having no opposition: Max Coblentz

Description of item under consideration

Resolution electing the Ward 7 City Council Candidate who had no opposition at the close of qualifying on June 23, 2026, at 5 p.m.

Why is Council action needed?

Section 11-46-26, Code of Alabama, 1975, as amended, requires that Council adopt a resolution and issue a Certificate of Election to each candidate having no opposition indicating that they are duly elected to their respective positions.

Is this a budgeted item?: N/A

Resolution No. ___

WHEREAS, the City Council of the City of Auburn has received from the City Manager a certificate that only one candidate duly and property filed a Statement of Candidacy for the Office of Councilmember, Ward 7 (District 4, Post 1), by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for an election of municipal officers in the City of Auburn, Alabama; and

WHEREAS, the candidate named in said certificate is **Max Coblentz**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, under the provisions of Section 11-46-26, Code of Alabama, 1975, as amended that Max Coblentz be, and hereby is, declared to be duly elected to the Office of Councilmember, Ward 7 (District 4, Post 1); and

BE IT FURTHER RESOLVED THAT the City Council shall issue to Max Coblentz a Certificate of Election to the Office of Councilmember, Ward 7 (District 4, Post 1).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

CERTIFICATE OF ELECTION

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

The undersigned herby certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that **Max Coblentz** is the only person who filed a Statement of Candidacy for **WARD 7 (DISTRICT 4, POST 1)** by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama and is duly elected to that office for the term commencing on the first Monday in November 2026.

Given under my hands and the seal of the City of Auburn, Alabama, this the 7th of July 2026.

_____
Mayor

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

AUBURN
ALABAMA

CERTIFICATE

STATE OF ALABAMA
LEE COUNTY
CITY OF AUBURN

TO THE CITY COUNCIL OF THE CITY OF AUBURN:

This is to certify that, in accordance with the provisions of 11-46-26, Code of Alabama, 1975, as amended, that the following named individual is the only person who filed a Statement of Candidacy for named Ward, District, Post by 5:00 PM on the fourth Tuesday in June preceding the day of August 25, 2026, the date set for the election of municipal officers in the City of Auburn, Alabama.

Max Coblentz
Ward 7, District 4, Post 1

WITNESS MY HAND AND SEAL of the City of Auburn, Alabama, this the 24th day of June 2026.

City Manager

ATTEST:

Assistant City Clerk

Agenda Item Summary

Item No. 8 c 1

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Barge Design Solutions, Inc.
500 Corporate Parkway, Suite 100
Hoover, AL 35242

Description of item under consideration

Resolution authorizing the City Manager to execute a professional services agreement with Barge Design Solutions, Inc. for Watershed Modeling of Town Creek, and Structural Alternative Evaluation and Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek (Task Order ENG 01-2026) for an amount not to exceed $222,672.

Why is Council action needed?

Council action is required to approve all contracts in excess of $30,000.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to enlist professional engineering services for Watershed Modeling of Town Creek, and Structural Alternative Evaluation and Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek; and

WHEREAS, Barge Design Solutions, Inc., was selected as the company best able to provide the professional engineering services needed.

WHEREAS, the City of Auburn requests a contract with Barge Design Solutions, Inc. for Task Order ENG 01-2026: Watershed Modeling of Town Creek in the City of Auburn, and Structural Alternative Evaluation and Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek in an amount not to exceed $222,672.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute this Task Order ENG 01-2026 with Barge Design Solutions, Inc. for professional services associated with Watershed Modeling of Town Creek, and Structural Alternative Evaluation and Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek in the amount $222,672 and further authorizes a contingency of $22,267 for unforeseen circumstances associated with executing these services.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

TASK ORDER No. ENG 01-2026

Barge Design Solutions, Inc. (Firm) agrees to perform and complete the following work for the City of Auburn, Alabama, (City) for the **Watershed Modeling of Town Creek and Structural Alternative Evaluation at South Gay Street Bridge** in accordance with the terms and conditions of the Master Agreement for Professional Services (Agreement) dated March 13, 2006, between the Firm and the City, all of which terms and conditions are incorporated herein by reference.

For performance under this Task Order, The City shall pay the Firm the amount and manner which is described in Exhibit A after receipt of an acceptable invoice reflecting services provided and deliverables executed in accordance with the approved scope of work described in Exhibit A.

SCOPE OF WORK

See attached proposal, Scope of Services.

The City and the Firm shall each designate an authorized representative through whom each party shall be represented for the execution of this Task Order No. ENG 01-2026.

City of Auburn, AL	**Barge Design Solutions, Inc.**
_____	_____
City Manager	
Date: _____	Date: _____

June 19, 2026

Mr. Michael Griffin, PE
Director of Engineering Services - City Engineer
161 North Ross Street
Auburn, Alabama 36830

RE: Scope of Work and Fee Proposal
Watershed Modeling of Town Creek in the City of Auburn, and
Structural Alternative Evaluation (SAE) and Bridge Hydraulic Evaluation
At South Gay Street Bridge over Town Creek
Auburn, Alabama

Dear Mr. Griffin,

Please find attached the scope of work and fee proposal for the proposed Engineering Services for the subject project. This scope of work and fee proposal are based on our understanding of the conversations we had with the City.

Please feel free to call and discuss any of the information contained in this proposal. We look forward to discussing this with you and receiving the Notice to Proceed.

We are excited for the opportunity to assist the City with this important project.

Sincerely,

Barge Design Solutions, Inc.

Ben Adams, PE
Client Service Lead

Matthew Williams, PE
Sr. Project Manager

Attachments: Attachment A – Scope of Work and Fee Proposal

500 CORPORATE PARKWAY // SUITE 100 // HOOVER // ALABAMA // 35242 // 205-298-6074 // BARGEDESIGN.COM

TASK ORDER

Barge Design Solutions, Inc., (CONSULTANT) agrees to perform and complete the following work for the City of Auburn (CLIENT) for the **Watershed Modeling of Town Creek in the City of Auburn, and Structural Alternative Evaluation (SAE) and Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek** in accordance with the terms and conditions of the Master Agreement for Professional Services (AGREEMENT) dated September 6, 2006, all of which terms and conditions are incorporated herein by reference.

For performance of the under this Task Order, the CLIENT shall pay Barge the amount and manner which is described in Exhibit A after receipt of an acceptable progress invoice and written status report.

See attached Exhibit A, Scope of Work

The CLIENT and CONSULTANT shall each designate an Authorized Representative to consent, approve and otherwise act on behalf of the designating party under this Work Order:

City of Auburn	**Barge Design Solutions, Inc.**
Authorized Representative: _____ (Printed Name)	Authorized Representative: _____ (Printed Name)
By: _____ (Signature)	By: _____ (Signature)
Date: _____	Date: _____

Attachment A - Scope of Work and Fee Estimate

City of Auburn
Watershed Modeling of Town Creek
in the City of Auburn, and
Structural Alternative Evaluation (SAE)
and Bridge Hydraulic Evaluation
At South Gay Street Bridge over Town Creek
Auburn, Alabama
June 19, 2026

Barge Design Solutions, Inc. (Barge) is pleased to provide the following professional services to the City of Auburn (Owner/Client) for the subject project.

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Owner's Responsibilities
VI. Deliverables
VII. Compensation

Project: Watershed Modeling of Town Creek in the City of Auburn, and Structural Alternative Evaluation (SAE) and Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek

I. Project Description

During the preparation of this proposal, on June 9, 2026, a storm event occurred causing Town Creek to overtop multiple drainage structures in the City of Auburn including the existing bridge at South Gay Street as well as the downstream existing culvert at East University Drive.

The existing bridge on South Gay Street, according to a City of Auburn memorandum dated May 4, 2010, was load rated in accordance with 2009 federal legislation. According to the load rating, ALDOT recommended the bridge be load-posted to prevent large vehicles from crossing the structure. Currently, the existing bridge's load rating prohibits large load vehicles, including the City's fleet of fire trucks, from crossing the structure. The existing bridge consists of precast superstructure units supported by timber piles and was constructed in 1965 with a design life of approximately 75 years. It is noted in the memorandum that the superstructure could be replaced to potentially increase the load rating or the entire bridge could be replaced.

Based on these recent events and existing conditions, the City has requested Watershed Modeling of Town Creek in the City of Auburn, and a Structural Alternative Evaluation (SAE) including Bridge Hydraulic Evaluation at the South Gay Street Bridge over Town Creek.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items:

1. Watershed Modeling of Town Creek in the City of Auburn

Barge will request both the effective hydrology and hydraulic files from the Federal Emergency Management Agency (FEMA). These will include Town Creek, Town Creek Tributary 3, Town Creek Tributary 4, and Town Creek Tributary 6. It is anticipated that it will take four weeks to receive the information.

A. Hydrology Model

- Using the effective FEMA hydraulic information, Barge will locate the effective cross-sections for Town Creek in a GIS map.
- Barge staff will perform a site visit to confirm the FEMA model matches current conditions.
- Barge will delineate the watershed for Town Creek that is north of I-85 using the most current LiDAR dataset. If effective hydrology data is provided, then Barge will use the existing delineation as a reference and update using the terrain. If it is not provided, Barge will download the most current LiDAR dataset and delineate using the terrain.
- Barge will download current soils data from the National Resources Conservation Service (NRCS) and the national land cover database from the US Geological Survey (USGS). Barge will also request available GIS data such as building footprints and impervious areas from the City of Auburn. A gridded curve number (CN) dataset will be created for the overall drainage basin. Barge will review any effective hydrology parameters of the watershed if provided by FEMA to confirm agreement.
- Once the overall hydrology parameters are established, Barge will delineate major sub- SCS Type II hyetograph will be used for the rainfall distribution.
  Barge will then develop a 2D HEC-RAS (or PCSWMM) model to compute runoff to identified inflow points. The effective tributary models will be used to compare to the Barge computed flows.

B. Hydraulic Model

- Barge will import the effective FEMA model into HEC-RAS and run it to confirm that it is producing similar results to those shown in the Flood Insurance Study. Once confirmed, Barge will convert the effective model into an unsteady HEC-RAS model. Unsteady models are more complex but they are able to evaluate storage and timing of peak flow and allow for alternatives such as regional detention to be evaluated.
- Once confirmed, Barge will truncate the Town Creek model just downstream of I-85 and establish a new normal depth downstream boundary condition.
- Barge will provide the City of Auburn with a representative 10% of the cross-section locations so that city surveying staff can collect top of bank, bottom of slope and invert elevations. This information will be compared to what the FEMA model currently shows. If there is not good agreement, then additional survey information will be required.
- Once the channel geometry has been confirmed, Barge will update the overbanks using LiDAR and evaluate the channel and overbank roughness shown in the

effective model with aerial photography and adjust as necessary to current conditions.

- Updated bridge information collected by the city surveying staff will be input into the hydraulic model.
- Inflows hydrographs will be added and the June 9th event will be simulated. Barge understands that there is little information with which to validate model results, but will use what is available. Once validated, Barge will run the 50-year, 100-year and 500-year storm events for the existing conditions and will compare to the FIS profiles.

C. Watershed Report – Once the watershed model has been developed, the effort and conclusions will be documented in a Watershed Report.

D. Calibration – Barge will work with the City of Auburn to establish a rainfall and stage monitoring system for the Town Creek basin by helping to identify locations for rainfall and stage gages to be installed temporarily by a third-party vendor. Barge will recommend a vendor and will work with the vendor in order that the information necessary to calibrate the Town Creek watershed model is collected. Once two rainfall events large enough to support calibration have been recorded, Barge will adjust the CN parameters and other model inputs as necessary so the developed model similarly reproduces the recorded stages. It is anticipated that the data collection process will take longer than the process to develop the model as described in Task 1B. Therefore, once the calibration has occurred, Barge will revise the watershed report to reflect the calibration changes.

E. Conditional Letter of Map Revision (CLOMR) - Following development of the watershed model and if a no-rise is not achievable, Barge will prepare a CLOMR for the Town Creek watershed beginning at Lettered Cross-Section “O” and ending at the upstream end of the creek. This CLOMR will require the revision of Flood Insurance Rate Maps (FIRM) 01081C0201H, 01081C0202H 01081C0203H, and 01081C0204H. The CLOMR process allows FEMA to comment on a proposed bridge project prior to construction as to whether the project, if built as proposed, would be recognized by FEMA as meeting NFIP requirements. The letter does not revise the FEMA FIRM or flood insurance study (FIS) reports.

   Barge will perform the following activities:

   - Prepare Form 1: Overview & Concurrence, Form 2: Riverine Hydrology & Hydraulic (H&H) and Form 3: Riverine Structures
   - Provide H&H Analysis Description/Narrative
   - Revising Tributary Tie-ins. These tributaries will only be updated for inflow changes resulting from Task A.
   - Revise Floodway Runs
   - Annotate four FIRM panels
   - Develop Topographic Workmap
   - Prepare Structure Certification Letter
   - Check model with cHECk-RAS and resolve comments
   - Support one public meeting (if required)

Submit the CLOMR package to FEMA
Address up to three rounds of FEMA review comments

F. Letter of Map Revision (LOMR) - Following construction of the bridge improvements, Barge will prepare a LOMR for the Town Creek watershed beginning at Lettered Cross-Section "O" and ending at the upstream end of the creek. The LOMR will result in new flood maps.

Barge will perform the following activities:

- Revise Form 1: Overview & Concurrence, Form 2: Riverine Hydrology & Hydraulic (H&H) and Form 3: Riverine Structures
- Update H&H Analysis Description/Narrative
- Review as-built survey of the constructed bridge.
- Update hydraulic model
- Update Tributary Tie-ins
- Update Floodway Runs
- Update four FIRM panels set up in the CLOMR process
- Update the Topographic Workmap based on the final inundation shapefiles
- Update the Structure Certification Letter
- Check model with cHECk-RAS and resolve comments
- Support one public meeting (if required)

Submit the LOMR package to FEMA
Address up to two rounds of FEMA review comments

2. Structural Alternative Evaluation at South Gay Street Bridge over Town Creek

A. Evaluation of Existing Structure - Barge will utilize information provided by the client to evaluate the existing structure for repair and retrofit in order to improve current load rating.

- Barge will perform a site visit at each structure location to observe any noted deficiencies or constructability concerns.
- Barge will consider repairing or replacement of superstructure and substructure components that can improve the load rating of the bridge.
- Barge will review potential strategies that may improve bridge strength.
- If bridge strengthening strategies are unsuccessful this will be noted in the report.

B. Evaluation of Proposed Replacement Alternatives - Barge will evaluate the feasibility and impact of a replacement structure.

- Review the constraints of the existing bridge including hydraulic opening, utilities, traffic, and multi-modal access.
- Identify up to three (3) reasonable replacement alternatives. Based on conversations with the Client, the alternatives should consider pedestrian access beneath the bridge.
- If a pedestrian access path below bridge is feasible, the city expects that security lighting and cameras will be necessary.
- Consider phased construction and complete closure. The traffic detour for this location is long and the Client plans to limit closure time to a maximum of two months. Phased construction time would be allowed for a longer period. A traffic

control phasing plan concept will be included as part of the bridge replacement study.

- Develop concept-level opinion of probable construction costs (OPCCs) for the bridge replacement and the alternative improvement with and without a trail crossing.

  In providing the OPCC, the City understands that Barge has no control over the cost or availability of labor, equipment, materials, over-market conditions, or Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the future bids or the negotiated cost of the work will not vary from Barge's OPCC.

3. Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek

Barge will perform a hydraulic evaluation including a hydraulic analysis to verify compliance with FEMA and determine the appropriate hydraulic opening should a replacement structure be chosen.

A. Hydraulic Evaluation –Barge will perform the following tasks:
   - Barge will use the effective model requested from FEMA to model the new structure improvements at South Gay Street.
   - Barge will correct existing errors in the vicinity of South Gay Street to create a Corrected Effective Model.
   - Using the Corrected Effective Model, Barge will update the cross-sections in the vicinity of South Gay Street with LiDAR and update the existing bridge opening with current survey information to create an Existing Conditions Model and simulate the 25-, 50-, 100, and 500-year return period design floods.

Using the Existing Conditions Model, Barge will prepare a proposed conditions model and evaluate up to 3 bridge/culvert alternatives to understand which concepts produce the desired hydraulic performance. Since Town Creek is a Zone AE with floodway, a proposed structure cannot produce any increase in floodplain elevations, floodway elevations and floodway widths to qualify for a No-Rise certification. Barge will evaluate floodplain elevations in order to select a structure type and size. Once selected, Barge will perform a floodway run to confirm the floodway has not been impacted.

B. Hydraulic Report and Scour Analysis
   - Barge will perform a scour analysis for the proposed bridge to determine the scour depth at the bridge abutments, piers, and channel bed for the 100-year and 500-year design storms, using the Federal Highway Administration (FHWA) Hydraulic Toolbox and the Proposed Conditions HEC-RAS model to perform the analysis.
   - Barge will prepare a bridge hydraulic report including the scour results. If the models show that a no-rise is achieved, No-Rise paperwork will be added to the report, including a No-Rise Certification sealed by an engineer licensed in the State of Alabama and submit the No-Rise package to the City of Auburn.

- Barge will address one round of comments from the City.

III. Project Understanding, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions:

1. The bridge size will be based on initial discussion with the Client. Barge may adjust the bridge size for constructability or phasing. Before proceeding to design, the final bridge configuration will be approved by the Client along with any aesthetic requirements.
2. Field Survey will be provided by the Client.
3. Environmental Studies are not included in this scope of work.
4. Endangered Species Act (ESA) compliance submittal is excluded. Regulatory compliance will be obtained through the bridge permitting in the next phase of this project.
5. The Client will be responsible for any applications, publications, public notices, and compensatory mitigation fees as required.
6. Utility coordination is not included in this scope of work.
7. Right-of-way establishment or acquisition services is not included in this scope.
8. Determining jurisdictional/wetland boundaries is not included in this scope.
9. The effective model received from FEMA will be the most current and in digital format that is easily importable into HEC-RAS. In the event a new model is published by FEMA after modeling begins, a supplement may be necessary to update to the new model.
10. The Client will be responsible for determining any utility relocation or ROW acquisition costs.
11. The model will be calibrated to two large rainfall events.
12. Barge will revise the watershed report once after it has been initially completed to incorporate calibration efforts.
13. No cost for the rainfall/stage is included in the fee. It is assumed that the City of Auburn will contract directly with the vendor.
14. CLOMR/LOMR – If A No-Rise condition is not achieved, a CLOMR/LOMR will be required to support the bridge improvements. The bridge hydraulic report would not include the No-Rise certification. Review fees will be provided by the Client.
15. The scope of this proposed work is limited to the report as described above and does not include producing construction plans or any other services not described above in Section II. Scope of Services.

IV. Time of Performance

Barge is prepared to begin work within one week upon receipt of written authorization to proceed. Barge will work with the City to develop an acceptable schedule.

V. Owner's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
B. Provide a combined package of review comments for each milestone review in a timely manner.
C. Provide single point of contact for project coordination purposes.

VI. Deliverables

Barge will submit the following deliverables:

A. Watershed Model Report
B. Hydraulic Report Package with scour analysis results and No-Rise Certification (if No-Rise is achieved)
C. Revised Watershed Report with calibrated model results
D. CLOMR Submittal (if No-Rise is not achieved)
E. LOMR Submittal
F. Draft and Final Structural Alternative Evaluation report.

VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below. Client agrees to pay Barge on a Lump Sum basis.

The not to exceed cost to complete this task is estimated to be **$222,672.00**. The project status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table			
	Scope Item	**Fee Type**	**Fee Amount**
1	Watershed Modeling of Town Creek in the City of Auburn	Lump Sum	$ 56,164.00
	CLOMR / LOMR	Lump Sum	$ 73,829.00
2	Structural Alternative Evaluation at South Gay Street Bridge (Roadway and Bridge)	Lump Sum	$ 63,577.00
3	Bridge Hydraulic Evaluation at South Gay Street Bridge over Town Creek	Lump Sum	$ 29,102.00
		Lump Sum	**$ 222,672.00**

Barge will be permitted to move budget between tasks so long as the total fee is not exceeded. Barge will notify the Client if the work is projected to exceed the cost ceiling for this project and will request a contact amendment as appropriate.

We appreciate the opportunity to work with you on this project. If you have any questions or need any additional information, please contact us.

Agenda Item Summary

Item No. 8 c 2

Council Meeting Date	July 7, 2026
Department	Police
Submitted By	Michael Harris
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Dana Safety Supply, Inc
500 S Edwardia Dr
Greensboro, NC 27409

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Dana Safety Supply for the purchase of one hundred fifty (150) Walther PDP Pro handguns with optics and holsters for the Police Department. The total purchase price for the firearms and equipment is $128,689.82.

Why is Council action needed?

City Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: No

If not budgeted, please add explanation: A mid-biennium budget adjustment has been requested.

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowan Crouch, City Manager
FROM: Michael Harris, Chief of Police
DATE: June 24, 2026
SUBJECT: Walther PDP Pro Handguns

The Police Department requests approval to purchase one hundred fifty (150) Walther PDP Pro handguns with optics and holsters to better equip our officers for a safer, more effective response. The total cost of this purchase is $178,124.82. Dana Safety Supply, Inc is allowing a trade in credit of $49,435.00 for the department's current Glock handguns resulting in an actual cost of $128,689.82.

As a best practice, departments routinely evaluate and replace duty firearms every five to seven years. Regular replacement helps ensure officers are equipped with reliable firearms while allowing the department to take advantage of higher trade-in values before equipment experiences significant wear or loss of value. Over the last few months, staff has researched and tested several handgun models that are rated for law enforcement use. It was determined that the Walther PDP Pro provides optimal performance and the long-term transition success needed. Dana Safety Supply, Inc was the authorized law enforcement dealer with the most reasonable and responsible price.

This purchase is exempt from competitive bid law under Alabama Code 41-16-51(a)(15).

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City of Auburn to purchase one hundred fifty (150) Walther PDP Pro handguns and Safariland holsters to be used by the Police Department; and

WHEREAS the purchase of these handguns falls under a specialty purchase of products and services related to or having an impact upon the security or safety of persons, structures, facilities or infrastructures making it exempt from competitive bid law per Alabama Code 41-16-51(a)(15); and

WHEREAS Dana Safety Supply, Inc of Greensboro, NC quoted a price of $178,124.82 for handguns and holsters. They are allowing a trade in credit of $49,435 for the department's current Glock handguns resulting in an actual cost of $128,689.82.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, authorizes the City Manager to execute a contract with Dana Safety Supply, Inc to purchase one hundred fifty (150) Walther PDP Pro handguns and Safariland holsters at a total cost of $128,689.82.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	627568
Customer No.	AUBURNPDAL

Bill To

AUBURN POLICE DEPT. AL
141 N ROSS ST
invoices: bwharton@auburnalabama.org
AUBURN, AL 36830
United States

Contact: Lt. Matt Adams
Telephone: 334.501.3123
E-mail: madams@auburnalabama.org

Ship To

AUBURN POLICE DEPT. AL
141 N ROSS ST
invoices: bwharton@auburnalabama.org
AUBURN, AL 36830
United States

Contact: Lt. Matt Adams
Telephone: 334.501.3123
E-mail: madams@auburnalabama.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/06/26	UPS GROUND FREIGHT	FREIGHT ON BOARD	WALTHER	NET30

Entered By	Salesperson	Ordered By	Resale Number
Shane Gosa	Andrew Ramey- Alabaster	Lt. Matt Adams	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
150	150	Y	2881225PROLEA WALTHER PDP PRO LE W/ ACRO P2 Warehouse: DROP	1,021.3400	153,201.00
1	1	N	GUN GUN PURCHASES Warehouse: DROP TRADE-IN 130: Glock 17 gen 5 w/3 magazines 10: Glock 17 Gen 5 w/ 3 magazines (NIB) 27: Glock 19 gen 5 w/3 magazines	-49,435.0000	-49,435.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	05/06/26
Print Time	05:57:23 PM
Page No.	1

Subtotal	103,766.00
Freight	0.00
Order Total	103,766.00

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	627569
Customer No.	AUBURNPDAL

Bill To

AUBURN POLICE DEPT. AL
141 N ROSS ST
invoices: bwharton@auburnalabama.org
AUBURN, AL 36830
United States

Contact: Lt. Matt Adams
Telephone: 334.501.3123
E-mail: madams@auburnalabama.org

Ship To

AUBURN POLICE DEPT. AL
141 N ROSS ST
invoices: bwharton@auburnalabama.org
AUBURN, AL 36830
United States

Contact: Lt. Matt Adams
Telephone: 334.501.3123
E-mail: madams@auburnalabama.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/06/26	UPS GROUND FREIGHT	QUOTED FREIGHT	SAFARILAND WALTHER	NET30

Entered By	Salesperson	Ordered By	Resale Number
Shane Gosa	Andrew Ramey- Alabaster	Lt. Matt Adams	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
130	130	Y	MISC 6360RDS-5842-481: Safariland Level III Right Hand Warehouse: DROP Walther PDP Pro 4.5" w/ ACRO P2, and Streamlight TLR1-HL STX Basket Weave Mid Ride Right	163.2600	21,223.80
20	20	Y	MISC 6360RDS-5842-482: Safariland Level III Left Hand Warehouse: DROP Walther PDP Pro 4.5" w/ ACRO P2, and Streamlight TLR1-HL STX Basket Weave Mid Ride Left Hand	163.2600	3,265.20

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	05/06/26
Print Time	05:58:33 PM
Page No.	1

Subtotal	24,489.00
Freight	434.82
Order Total	24,923.82

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Agenda Item Summary

Item No. 8 c 3

Council Meeting Date	July 7, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Foresite Group, LLC
2301 Ogletree Village Lane, Suite 200
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to execute a professional service agreement with Foresite Group, LLC for the concept design for a trail and two trailheads along the Saugahatchee Creek in an amount not to exceed $38,500. The attached memorandum and proposal provides further detail concerning this concept design.

Why is Council action needed?

City Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Brad Griffith, Capital Projects Director

DATE: July 7, 2026

SUBJECT: Professional Services Agreement – Saugahatchee Greenway Concept Plan Design

This is a request to execute a contract with Foresite Group, LLC, for professional services to perform a conceptual design for the proposed Saugahatchee Greenway between North College Street and North Donahue Drive in an amount not to exceed $38,500.

It is important to perform this preliminary assessment of the proposed route for the Saugahatchee Greenway to develop a strategy for the detailed scope of work needed to design and ultimately construct a new greenway trail and two trailheads. The trail will provide a recreational greenway and pedestrian conveyance that connects residential and future shopping destinations along North Auburn. The development of a concept plan includes identification of jurisdictional wetlands, locating the extent of flood plain and floodway, and developing a route plan and pedestrian crossing options for creeks and wetlands. This information will provide the City with the basis to develop a more detailed scope and approach for design and construction of the Saugahatchee Greenway.

In consideration of the information provided, I recommend execution of a Professional Services Agreement with Foresite Group, LLC, for the above-described project for an amount not to exceed $38,500 with the understanding that additional contracted services will be needed for professional design once the concept plan is approved.

RESOLUTION NO._____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interests of the City of Auburn to construct the Saugahatchee Greenway trail and two trailheads generally along the Saugahatchee Creek; and

WHEREAS, Foresite Group, LLC was selected as the company to provide professional services to evaluate a greenway route, location of two trailheads, and develop a conceptual strategy for the Saugahatchee Greenway and has submitted a proposal in an amount not to exceed $38,500; and

WHEREAS, the City of Auburn requests a Professional Services Agreement with Foresite Group, LLC in an amount not to exceed $38,500 for the above-described professional services.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute at task order with Foresite Group, LLC in an amount not to exceed $38,500 for the conceptual design of the Saugahatchee Greenway.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

FORESITE group

2301 Ogletree Village Lane, Suite 200
Auburn, Alabama 36830
o | 334.887.6064
f | 770.368.1944
w | www.foresitegroup.net

June 15, 2026

VIA EMAIL
Alvena Williams
Project Manager
City of Auburn Engineering Services Department
161 North Ross Street
Auburn, AL 36830
awilliams@auburnal.gov
334.501.6204

Re: Project Agreement for Professional Engineering Services
City of Auburn - Saugahatchee Greenway Concept Plan
Auburn, AL 36830

Dear Ms. Williams:

Foresite Group, LLC. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to the City of Auburn ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below and the Letter Agreement details the Scope of Services, Additional Services, Fees, Items Provided by Client, and Current Hourly Rate Schedule.

Project Understanding

Based on information provided to us and correspondence with you, we understand that you are requesting a proposal to provide concept design for a trail and two trailheads along the Saugahatchee Creek.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Proposal is valid for 6 months from date submitted to Client.
2. Concept plan will be based on available topographic survey, GIS, and procured wetland delineation.
3. Wetland delineation is limited to areas indicated in Exhibit 'B'. The remainder of the site within the study area has been delineated from previous projects and will be incorporated into the overall delineation.
4. Concept will indicate a rendered plan view, elevations and character photos of conceptual design intent. as well as typical trail sections.
5. Scope will include proposed topographic grades from a conceptual level.

6. Concept plan at the trailheads will indicate parking, entry drive, signage and site furnishing locations, and trail connections.
7. Trail connection coordination with the adjacent school and private property will proceed through will be completed by the Client.
8. The Opinion of Probable Cost will be broken down to indicate separate costs for the trail portion extending down to Shug Jordan Parkway.
9. Concept Plan will indicate a parking lot at Shug Jordan for a trail connection. The lot will be parking only and not a typical trail head. Cost for this area will be broken out on the Opinion of Probable Cost.
10. Concept Plan will indicate trail spurs leading to overlooks at the creek. The costs for these spurs will be broken out in the Opinion of Probable Cost.

SECTION 1
Scope of Services

Task 1 – Waters of the State and Wetland Survey: *Foresite Group will complete the following:*

1. A subconsultant of Foresite Group will perform necessary field work to delineate "Waters of the U.S." using the USACE 1987 Wetland Delineation Manual and its Regional Supplement (as per attached aerial with areas identified in yellow). This scope will also include GPS work to identify the wetlands and streams, a Cad drawing, and a detailed report showing our findings.

   Deliverables:
   - *PDFs of the Wetland Survey Report and map(s)*
   - *CAD file of GPS work*

Task 2 – Concept Plan: *Foresite Group will complete the following:*

1. Develop base map with GIS provided by the Client and wetland delineation.
2. Meet on site with Client to review existing conditions.
3. Develop draft concept with associated opinion of probable costs.
4. Meet with Client to review draft concept and opinion of probable costs.
5. Update into a final concept plan with updated opinion of probable costs.
6. Meet with Client on-line to review final concept plan and opinion of probable costs.

   Deliverables:
   - *Draft Concept Plan*
   - *Final Concept Plan*
   - *Opinion of Probable Costs*

SECTION 2
Additional Services

Below is a list of Additional Services that are not included in the Scope of Services as noted in Section 1 of this Letter Agreement. Foresite Group, or a subconsultant of the same, can provide these Additional Services if authorized by the Client on a separate letter agreement.

1. Construction documents
2. Topographic survey
3. Floodplain Modeling and Application for Letter of Map Revision (LOMR)
4. Nationwide Permit 42
5. USACE Permitting

SECTION 3
Fees
(not to exceed)

Task	**Task Fee**
Task 1 – Wetland Delineation	$3,500.00
Task 2 – Concept Plan	$35,000.00
Total:	$38,500.00

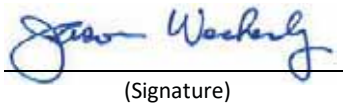
Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC, Attn: Accounts Receivable, 3740 Davinci Court, Suite 100, Peachtree Corners GA 30092.

SECTION 4
Items Provided by Client

1. GIS data for the limits of design.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments. If you agree to the terms of this Letter Agreement, please have an authorized representative sign this Letter Agreement in the space below.

Sincerely,
FORESITE GROUP, LLC

By: 
(Signature)

Name: Jason Weckerly

Title: Greenspace Division Director

Email: jweckerly@fg-inc.net

Date: June 15, 2026

Client:
City of Auburn

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
Attn: Alvena Williams
Project Manager
City of Auburn Engineering Services Department
161 North Ross Street
Auburn, AL 36830
awilliams@auburnal.gov
334.501.6204

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC
Attn: Accounts Receivable
3740 Davinci Ct, Suite 100
Peachtree Corners, GA 30092
ar@fg-inc.net

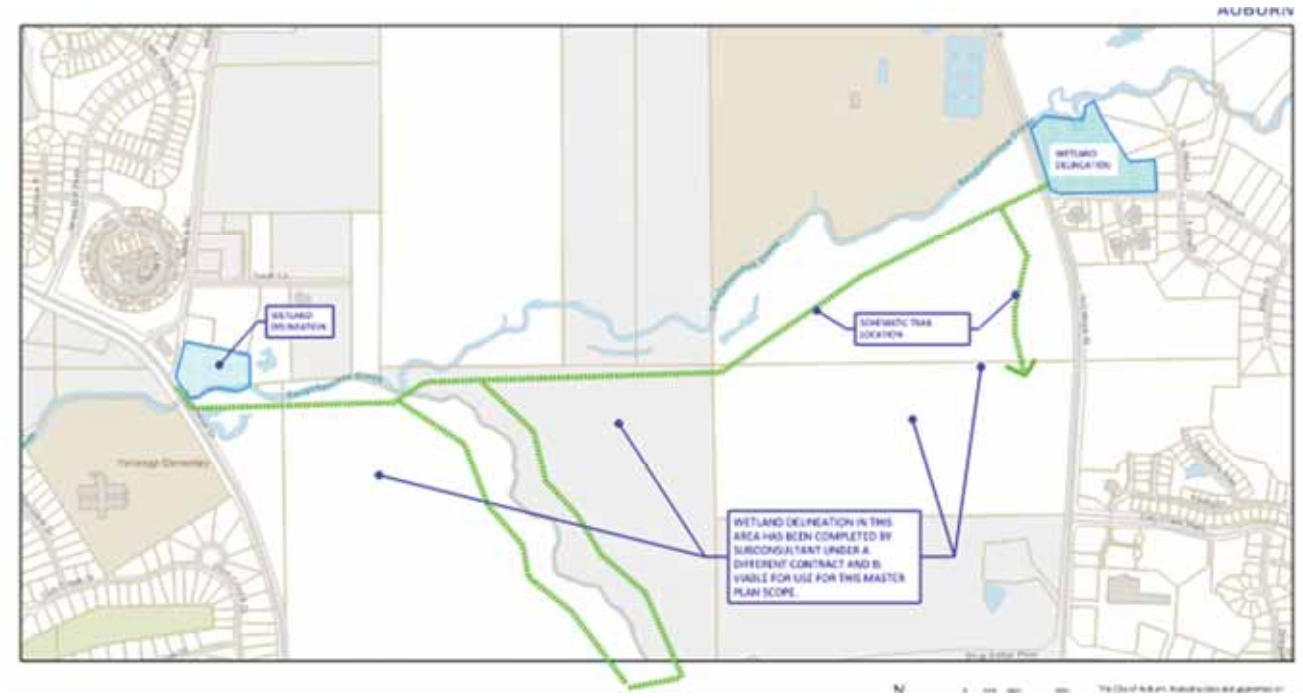
Exhibit 'A'
Limits of Concept Design







<u>Exhibit 'B'</u>
Limits of Wetland Survey



Agenda Item Summary

Item No. 8 c 4

Council Meeting Date	July 7, 2026
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Ken Kirkley Floor Covering, Inc
1201 Commerce Dr
Auburn, AL 36830

Description of item under consideration

The Public Works Department seeks City Council approval to execute a contract with Kirkley Floor Covering, Inc. for the replacement of carpeting in the Auburn Public Library in the amount of $129,070.

Why is Council action needed?

Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Daniel Ballard, Public Works Director

DATE: June 25, 2026

SUBJECT: Construction Contract – Auburn Public Library Carpet Replacement

The Public Works Department seeks City Council approval to execute a contract with Kirkley Floor Covering, Inc. for the replacement of carpeting in the Auburn Public Library. Due to its age and the significant daily foot traffic, the existing carpet has reached the end of its useful life and requires replacement. The project includes replacing 19,425 square feet of carpet throughout the main building and the children's wing. Additionally, the scope of work includes installation of new 4-inch rubber cove base.

The City of Auburn solicited bids from area contractors for the costs of labor, equipment, and materials necessary to complete the Auburn Public Library Carpet Replacement. The following responsive and responsible bids were received on June 25, 2026:

Contractor:	**Total Base Bid Price**
Kirkley Floor Covering, Inc.	$129,070.00
The Oakmont Company	$142,972.00
Cannon Carpet One	$150,000.00
Newell Construction, LLC	$164,777.00
Jostes Carpet, Inc.	$178,816.75
Continental Flooring Co.	$179,635.00
Adams Construction & Associates, Inc.	$197,731.71
Land Cor Construction	$205,000.00
MMC Contracting	$216,228.00

In consideration of the information provided, I recommend execution of the construction contract with Kirkley Floor Covering, Inc., in the amount of $129,070 for the construction of the above-described project. Furthermore, I recommend authorizing an additional ten (10) percent of the contract amount ($12,907) as contingency for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to maintain its facilities in a safe, attractive, and fully functional condition in order provide excellent services to its citizens and to ensure the health, safety, and welfare of its users; and

WHEREAS, the carpet within the Auburn Public Library, located at 749 East Thach Avenue, is 18 years old and has deteriorated beyond its serviceable life; and

WHEREAS, the City of Auburn has developed construction documents to replace the carpet and rubber cove base within the main building and children's wing of the Auburn Public Library; and

WHEREAS, the City has solicited sealed bids, as required under Alabama law, for the costs of labor, materials, and equipment necessary to complete the carpet replacement within the Auburn Public Library; and

WHEREAS, Kirkley Floor Covering, Inc. submitted the lowest responsive and responsible bid, with a base bid of $129,070.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a construction contract with Kirkley Floor Covering, Inc. to provide the above described construction services necessary to replace the carpet within the Auburn Public Library for a lump sum costs of $129,070, and further authorizes up to ten percent (10%) of the annual contract amount ($12,907) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn
Auburn Public Library Carpet Replacement
THURSDAY, June 25, 2026, 10:00AM CST
City Meeting Room

Bidder	State License #	Total Base Bid	Bid Bond	Addenda	Comments/Exceptions/Information Needed
Kirkley Floor Covering	38360	$129,070.00	CC	1/2	
Continental Flooring Co.	45802	$179,635.00	✓	1/2	
Jostes Carpet Inc.		$178,816.75	CC		
NSCS, LLC Newell Construction	60048	$164,777.00	✓	1/2	See for details
Cannon carpet one	S-56990	$150,000.00	CC	1/2	
Adams construction and Associates	49316	$197,731.71	✓	1/2	
MMC contracting	59276	$216,228.00	✓	1/2	
The Oakmont Company	60430	$142,972.00	CC	1/2	

Morgan Blevins — agresh

Opened By **Witnessed By**

The announced bids are not to be construed as meaning any bid meets all specifications as set out in the Invitation to Bid. All documents and calculations will be verified for bid compliance and accuracy by the originating department and the Purchasing Officer before award.

The City reserves the right to select the lowest responsible bidder as to the best interest of the City, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received.

City of Auburn
Auburn Public Library Carpet Replacement
THURSDAY, June 25, 2026, 10:00AM CST
City Meeting Room

Bidder	State License #	Total Base Bid	Bid Bond	Addenda	Comments/Exceptions/Information Needed
Land Cor Construction	40325	$205,000.00	✓	1/2	Add $5,000.00

Morgan Blanks — Opened By

agnesh — Witnessed By

The announced bids are not to be construed as meaning any bid meets all specifications as set out in the Invitation to Bid. All documents and calculations will be verified for bid compliance and accuracy by the originating department and the Purchasing Officer before award.

The City reserves the right to select the lowest responsible bidder as to the best interest of the City, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received.

City of Auburn

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____2026, by and between _____ hereinafter called the CONTRACTOR and the City of Auburn, Alabama, hereinafter called the CITY;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the WORK as defined in the Contract Documents (defined in Section 4 hereof). The WORK is generally described as follows:

AUBURN PUBLIC LIBRARY CARPET REPLACEMENT

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. Prior to commencing work, the CONTRACTOR shall have obtained a City of Auburn Business License, all required insurance and any required permits. If the CONTRACTOR does not obtain the required Business License, the CITY may withhold payment to CONTRACTOR until the Business License is obtained.

3. All time limits for milestones, if any, substantial completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence.

   The CONTRACTOR will commence the work required by the BID within ten (10) consecutive calendar days after the date of the NOTICE TO PROCEED and will complete the same within **sixty (60) consecutive calendar days**, unless the period for completion is extended otherwise by the CITY.

   The CONTRACTOR shall only take instructions from the person or persons who are authorized in writing by the CITY to give the same.

   If the CONTRACTOR is delayed at any time in the progress of the work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the CONTRACTOR's control and without the fault or negligence of CONTRACTOR, the CONTRACTOR shall prepare and submit to the CITY within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONTRACTOR shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The CITY may determine, in its sole discretion, after the receipt of such notice of delay from the CONTRACTOR, whether to terminate this Agreement in

accordance with Article 10 hereof or extend the Term by Change Order for such time as the CITY may determine.

4. The Contract Documents consist of:

    1. This Contract Document
    2. Invitation to Bid
    3. Instructions to Bidders
    4. Bid
    5. Bid Bond
    6. Base Bid / Quantities
    7. Special Conditions
    8. Measurement and Payment
    9. Performance Bond
    10. Labor and Material Payment Bond

    The intent of the Contract Documents is to include all items necessary for the execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

5. The CONTRACTOR shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents in the Contract Sum of **One Hundred Twenty-Nine Thousand Seventy Dollars and 00/100 Cents ($129,070.00)**. The CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents.

    The CITY will pay the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

6. If the CONTRACTOR is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the CONTRACTOR shall promptly notify the CITY in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

7. No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the CONTRACTOR unless the CITY shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the CITY and the CONTRACTOR. In the event of noncompliance with the foregoing, the CONTRACTOR shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

8. The term "**Change Order**" as used herein is a written order to the CONTRACTOR, issued and signed by the CITY after execution of this Agreement, authorizing a change in the

Work. Unless the CONTRACTOR requests a modification in such Change Order, the CONTRACTOR shall sign the Change Order and return a copy thereof to the CITY within ten (10) business days after it has received the same. The CONTRACTOR shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of CONTRACTOR to respond to a Change Order within such ten (10) day period shall be deemed to signify CONTRACTOR's acceptance of such Change Order as if CONTRACTOR had signed the same without modification. If CONTRACTOR requests a modification of a Change Order, the CITY shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

9. The CONTRACTOR and the CITY recognize that time is of the essence as stated in Section 4 above and that CITY will suffer financial and other losses if the WORK is not completed and milestones, if any, are not achieved within the times specified in the Contract Documents, plus any extensions thereof allowed in accordance with the Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the WORK is not completed on time.

   Accordingly, instead of requiring any such proof, the CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY the amount of **$500.00 per calendar day** for each Day occurring after the expiration of the Contract Time until CONTRACTOR achieves Substantial Completion of the PROJECT.

10. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. The CONTRACTOR is required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse, and underground (X, C & U) hazards. If the general liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease- each employee and $500,000.00 accident, $500,000.00 disease – policy limit. The CONTRACTOR will be responsible for the payment of any deductibles or self-insured retentions. The CONTRACTOR'S insurance will be primary. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits apply.

12. The certificate of insurance shall provide the CITY thirty (30) days written notice of cancellation of any of the coverage named in said certificate with waivers of subrogation in favor of the City for each of the coverages listed on the certificate of insurance.

13. The CITY will be named as additional insured under the CONTRACTOR'S general liability insurance and automobile liability insurance policies. The CITY will be provided copies of the additional insured endorsements.

14. The CONTRACTOR shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the CONTRACTOR. These certificates shall evidence waivers of subrogation in favor of the CONTRACTOR and the CITY, and shall be made available to the City before the Letter of Notice to Proceed being given.

15. The CONTRACTOR agrees to advise fully all of its employees and others working for CONTRACTOR concerning environmental, safety and health procedures required by applicable state and federal law, regulation or order or required by the CITY; and to take the necessary steps to assure that such procedures are complied with.

16. The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by the CONTRACTOR'S insurance carrier.

17. The CONTRACTOR is required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices. Documentation of enrollment in E-Verify must be included with the contract.

    By signing this Agreement, the CONTRACTOR affirms, for the duration for the Agreement, that they will not violate federal immigration law, or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all damages resulting therefrom.

18. Any subcontractor who works on the PROJECT must be enrolled in E-Verify. By signing this Agreement, the CONTRACTOR acknowledges understanding of this requirement and represents that the CONTRACTOR has in place a system for assuring compliance.

19. By signing this agreement, the CONTRACTOR hereby attests that it is currently in

compliance with Alabama Legislative Act 2016-312 (the "Act"). The CONTRACTOR hereby agrees to maintain compliance with the Act during the term of this Agreement. The CONTRACTOR understands and agrees that should it violate the Act during the term of this agreement, such violation will be an Event of Default, giving the CITY the right to immediately terminate this Agreement and to seek damages, including, but not limited to, consequential, special, indirect damages and liquidated damages.

20. Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

21. This Agreement does not, and shall not, be construed to create any partnership or agency whatsoever.

22. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

23. This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

24. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

25. The CONTRACTOR may not assign this agreement without the written permission of the City.

26. This Agreement shall be binding on the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS, THEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

Made and entered into this _____day of _____2026.

_____
SIGNATURE OF PRINCIPAL

WITNESS TO PRINCIPAL'S SIGNATURE:

_____
PRINCIPAL

_____
NAME OF CONTRACTOR

_____
CONTRACTOR'S ADDRESS

_____
CITY, STATE

_____
TELEPHONE

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY: _____

Lindsay Manley
Assistant City Clerk

BY: _____

Megan McGowen Crouch
ITS CITY MANAGER

BID

TO: CITY OF AUBURN, ALABAMA

Submitted: June 25th, 2026.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all Special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

Auburn Public Library Carpet Replacement

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the bid sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineer to proceed and fully complete performance of the base bid work within sixty **(60)** or less **consecutive calendar days** from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the

award of the contract, the check or bid bond in the amount of 5%, (not to exceed $10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the Per Kirkley Floor To Auburn City

or bid bond for the sum of Six Thousand Four Hundred Sixty Three and 50/100 dollars ($ 6463.50)
(5% of AMOUNT BID (not to exceed $10,000.00))

made payable to the City of Auburn, Alabama.

Base Bid: One Hundred Twenty Nine Thousand and Seventy Dollars and no/100
(in words)

TOTAL LUMP SUM BID PRICE: $ 129070.00

EXCEPTIONS: If "none", so state here: None
If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: Ken Kirkley

PRINTED NAME Ken Kirkley

TITLE President

CONTRACTOR Ken Kirkley Floor Covering Inc.

ADDRESS: 1201 Commerce Drive

CITY Auburn

STATE Alabama 36830

38360

CONTRACTOR'S LICENSE NUMBER

334 329 1074

TELEPHONE NUMBER

AUBURN PUBLIC LIBRARY CARPET REPLACEMENT

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST
1	Removal and Replacement of Existing Carpet Including 4" Rubber Cove Base (Approximately 19,575 Square Feet Total)	Lump Sum	1		129070

TOTAL BASE BID: 129070

TOTAL BASE BID FOR AUBURN PUBLIC LIBRARY CARPET REPLACEMENT:

One Hundred twenty Nine Thousand and Seventy Dollars and no/100

(IN WORDS)

CONTRACTOR NAME: Ken Kirkley

COMPANY NAME: Ken Kirkley Floor Covering Inc.

ADDRESS: 1201 Commerce Drive

MAILING ADDRESS: Same

CITY/STATE/ZIP CODE: Auburn, AL 36830

TELEPHONE NUMBER: 334 329 1074

FAX NUMBER: 334 821 9476

EMAIL ADDRESS: Kkirkleykirkfloor@bellsouth.net

BID

TO: CITY OF AUBURN, ALABAMA

Submitted: June 25th, 2026.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all Special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

Auburn Public Library Carpet Replacement

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the bid sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineer to proceed and fully complete performance of the base bid work within **sixty (60) or less consecutive calendar days** from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the

award of the contract, the check or bid bond in the amount of 5%, (not to exceed $10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the Per Kirkley Floor To Auburn City

or bid bond for the sum of Six Thousand Four Hundred Sixty Three and 50/100 dollars ($ 6463.50)
(5% of AMOUNT BID (not to exceed $10,000.00))

made payable to the City of Auburn, Alabama.

Base Bid: One Hundred Twenty Nine Thousand and Seventy Dollars and no/100
(in words)

TOTAL LUMP SUM BID PRICE: $ 129070.00

EXCEPTIONS: If "none", so state here: None
If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: Ken Kirkley

PRINTED NAME Ken Kirkley

TITLE President

CONTRACTOR Ken Kirkley Floor Covering Inc.

ADDRESS: 1201 Commerce Drive

CITY Auburn

STATE Alabama 36830

38360
CONTRACTOR'S LICENSE NUMBER

334 329 1074
TELEPHONE NUMBER

AUBURN PUBLIC LIBRARY CARPET REPLACEMENT

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST
1	Removal and Replacement of Existing Carpet Including 4" Rubber Cove Base (Approximately 19,575 Square Feet Total)	Lump Sum	1		129070

TOTAL BASE BID: 129070

TOTAL BASE BID FOR AUBURN PUBLIC LIBRARY CARPET REPLACEMENT:

One Hundred Twenty Nine Thousand and Seventy Dollars and no/100

(IN WORDS)

CONTRACTOR NAME: Ken Kirkley

COMPANY NAME: Ken Kirkley Floor Covering Inc.

ADDRESS: 1201 Commerce Drive

MAILING ADDRESS: Same

CITY/STATE/ZIP CODE: Auburn, AL 36830

TELEPHONE NUMBER: 334 329 1074

FAX NUMBER: 334 821 9476

EMAIL ADDRESS: kkirkleykirkfloor@bellsouth.net

Agenda Item Summary

Item No. 8 c 5

Council Meeting Date	July 7, 2026
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Musco Sports Lighting, LLC
2107 Stewart Road
Muscatine, IA 52761

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Musco Sports Lighting, LLC of Muscatine, Iowa in the amount of $219,900 to purchase Musco LED light fixtures for the Yarbrough Tennis Center's 12 outdoor hard courts.

Why is Council action needed?

Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: June 26, 2026

SUBJECT: Purchase of Musco LED Lights for the Yarbrough Tennis Center's 12 outdoor hard courts

The Auburn Parks and Recreation Department is requesting City Council approval to enter a contract with Musco Sports Lighting, LLC for the purchase of energy efficient LED light fixtures for the Yarbrough Tennis Center's 12 outdoor hard courts.

This lighting is manufactured by Musco Sports Lighting, LLC and is available on Sourcewell Contract #041123-MSL. The cost of the equipment for the project is $219,900.

Contractor:	**Contract Price:**
Musco Sports Lighting, LLC 2107 Stewart Road Muscatine, IA 52761	$219,900

In consideration of the proposal received, the approved budget, and the necessity of this work, I recommend execution of a contract with Musco Sports Lighting, LLC in the amount of $219,900. I also recommend approval of up to ten percent (10%) of the contract amount ($21,990) as contingency for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama, has determined that it is in the best interest of the City of Auburn to enter a contract with Musco Sports Lighting, LLC for purchase of LED lights for the Yarbrough Tennis Center 12 Outdoor Hard Courts project; and

WHEREAS, the Musco Sports Lighting, LLC Sourcewell Contract #041123-MSL establishes the price of the lighting equipment; and

WHEREAS, the City of Auburn requests a contract agreement with Musco Sports Lighting, LLC in the amount of $219,900 for the LED lighting equipment purchase; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Musco Sports Lighting, LLC for providing LED light equipment for the Yarbough Tennis Center 12 outdoor hard courts in the amount of $219,900 and further authorizes up to ten percent (10%) of the contract amount ($21,990) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

Yarbrough Outdoor Tennis Hard Courts
Auburn, AL
Date: May 27, 2026

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Only Delivered to Job Site

Tennis Courts (1-12) – 75fc ..... $ 219,900.00

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Pricing and lead times are effective for 30 days only.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

System Description

- Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Player-activated pushbutton control system with strobe to provide timed on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: jimmy.jumper@musco.com

All Purchase orders should note the following: Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com

2016, 2025 Musco Sports Lighting, LLC • M-2168-enUS-20

Agenda Item Summary

Item No. 8 c 6

Council Meeting Date	July 7, 2026
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Wilson & Mazzola Architects, LLC
3409 Skyway Dr.
Auburn, AL 36830

Description of item under consideration

The Public Works Department is requesting City Council approval to enter into a Professional Services Agreement with Wilson and Mazzola Architects to provide architectural design services associated with the replacement of the existing membrane roof (flat roof) at the Engineering Services Building in an amount not to exceed $56,250.

Why is Council action needed?

Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: No

If not budgeted, please add explanation: The need for this roof replacement was recently identified. A mid-biennium budget adjustment has been requested.

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Daniel Ballard, Public Works Director

DATE: June 25, 2026

SUBJECT: Engineering Services Building Membrane Roof Replacement

The Public Works Department is requesting City Council approval to enter into a Professional Services Agreement with Wilson and Mazzola Architects to provide architectural design services associated with the replacement of the existing membrane roof (flat roof) at the Engineering Services Building in an amount not to exceed $56,250.

The Engineering Services Building was originally constructed in 1987, and the original built-up roof was replaced with a 60 mil ethylene propylene diene monomer roof (EPDM roof) in 2001. At 25 years old, the roof membrane, flashing, sealants, and other components have deteriorated beyond their serviceable life and leaks have begun to form that are beyond repair. Additionally, the existing skylights and roof parapet design do not meet the current standards of the International Building Code and need to be modified in order to receive a warrantable replacement roof.

The purpose of this agreement is for Wilson and Mazzola Architects to provide the necessary design documents and specifications to bring these elements up to current standards and for a warrantable replacement roof. The agreement is structured such that Wilson and Mazzola Architects will proceed on an hourly rate basis during design development, and that a final flat fee be established using the Alabama Building Commission Architectural Fee Scale and the final probable estimate of construction costs. The total fees paid to the architect, including the hourly rate fees during design development, are not to exceed $56,250.

In consideration of the information provided, I recommend execution of a Professional Service Agreement with Wilson and Mazzola Architects for a not to exceed amount of $56,250 to perform the above-described architectural services. Furthermore, I recommend authorizing an additional ten (10) percent of the contract amount ($5,625) as contingency for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to maintain its facilities in a safe, attractive, and fully functional condition in order provide excellent services to its citizens and to ensure the health, safety, and welfare of its users; and

WHEREAS, the existing ethylene propylene diene monomer roof (flat membrane roof) of the Engineering Services Building, located at 161 North Ross Street, is 25 years old and has deteriorated beyond its serviceable life; and

WHEREAS, the City has received a proposal from Wilson and Mazzola Architects in an amount not to exceed $56,250 to provide the architectural design services necessary to development plans and specifications to replace the existing flat membrane roof with a new and fully warrantable roof.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a professional services agreement with Wilson and Mazzola Architects for an amount not to exceed $56,250 and further authorizes an additional 10 percent of the contract amount ($5,625) as contingency for unforeseen conditions

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2026, by and between **Wilson and Mazzola Architects, LLC,** hereinafter called the Firm and the **City of Auburn, Alabama**, hereinafter called the City;

WHEREAS, the City desires to engage the Firm to provide professional services for the

ENGINEERING SERVICES BUILDING MEMBRANE ROOF REPLACEMENT

WHEREAS, the Firm desires to accept such engagement, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Firm hereby agree as follows:

ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 The City hereby engages the Firm to provide professional services in accordance with the Contract Documents (defined in Section 4.1 hereof), including the Firm's "Proposal", which is attached hereto and made a part hereof, with respect to Consulting Services for the project named above, and the tasks described in Section 1.2 hereof (the "Work"), and the Firm hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

1.2 The Firm shall provide, furnish and perform all necessary labor and services, and provide and furnish all necessary supplies, materials and equipment required to complete the Work in accordance with the Contract Documents. The **Work** to be done shall include the following:

AS OUTLINED IN ATTACHED PROPOSAL

1.3 If the Firm is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the Firm shall promptly notify the City in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the Firm unless the City shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the City and the Firm. In the event of noncompliance with the foregoing, the Firm shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.5 The term "**Change Order**" as used herein is a written order to the Firm, issued and signed by the City after execution of this Agreement, authorizing a change in the Work. Unless the Firm requests a modification in such Change Order, the Firm shall sign the Change Order and return a copy thereof to the City within ten (10) business days after it has received the same. The Firm shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of Firm to respond to a Change Order within such ten (10) day period shall be deemed to signify Firm's acceptance of such Change Order as if Firm had signed the same without modification. If Firm requests a modification of a Change Order, the City shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

ARTICLE 2 - TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 9 below, the Firm shall commence the work within **10 days** after the date of this Agreement and shall be completed within **150 calendar days,** unless extended by the project manager.

2.2 If the Firm is delayed at any time in the progress of the work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Firm's control and without the fault or negligence of Firm, the Firm shall prepare and submit to the City within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The Firm shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The City may determine, in its sole discretion, after the receipt of such notice of delay from the Firm, whether to terminate this Agreement in accordance with Article 9 hereof or extend the Term by Change Order for such time as the City may determine.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 The City shall pay the Consultant a fee for completion of the work determined in accordance with the Cost Proposal. The fee payable to the Consultant hereunder shall not exceed the "Contract Price" of *fifty-six thousand two hundred fifty dollars and 00/100 cents ($56,250.00)* unless the Consultant has requested, and the City has authorized in writing, an increased amount. Should the Consultant anticipate exceeding the Contract Price, the consultant shall notify the City in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the Consultant's best estimate of the number of hours and additional expenses the Consultant will require to complete the Work. If a request to increase the Contract Price is made but not accepted, the Consultant shall still be obligated to continue providing services until the work is completed. If the City and the Consultant agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 The Firm shall submit an invoice to the City monthly for the Work performed by Firm the prior month. Each such invoice shall also contain the Firm's certification that the task or portion of the Work described in the invoice has been completed in accordance with the Contract

Documents, that the amount of all items due has been paid, and that the amount of such invoice is due to the Firm.

3.3 Prior to the payment of the invoice, the City will review the data provided by the Firm. The Firm will be required to correct any errors or inaccuracies discovered by the City at no additional cost to the City. Once all discrepancies are corrected the City shall pay the full amount of the invoice within thirty (30) days. If, however, the City objects to all or any portion of any invoice, the City shall so notify the Firm of the same, stating the reasons for the objection. The City shall be entitled to withhold payment of any amounts in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, Firm's proposal, and attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 The City shall direct its officers, agents, other consultants and employees to render all reasonable assistance and provide available data to the Firm in connection with its performance of the Work under this Agreement. The City agrees to furnish to the Firm copies of any previous reports, data and drawings which may be available and are pertinent to the Work. All such data provided shall remain the property of the City and shall be returned to the City promptly.

5.2 The City shall respond to all submitted task order questions within two (2) business days.

5.3 With due diligence the City shall investigate and attempt to locate lost features in the field when requested by the Firm(s).

5.4 The City shall complete quality control on all deliverables within ten (10) business days.

5.5 Upon acceptance and processing of task order deliverables the City shall immediately offer a subsequent task order, issue a delay in task orders or dismiss the firm.

ARTICLE 6 - FIRM'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

6.1 The Firm represents and warrants to the City that it has the authority and licensure necessary to enter into this Agreement and to perform the Work, and that it is licensed to do business within the City of Auburn and authorized to conduct business in the State of Alabama. The Firm further represents and warrants that all Work performed by it hereunder (a) will be in

conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professionals performing the same or similar services.

Firm is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Firm's responsibilities under this section shall not be delegated. Firm shall be responsible to City for acts, errors, or omissions of Firm's.

Firm is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Firm is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Firm of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Firm.

6.2 The Firm shall at all times enforce strict discipline and good order among its employees and shall not employ for the Work (a) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project. The Firm shall be responsible to the City for the acts and omissions of its employees, agents, and other persons performing any of the Work for the Firm. The City reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Work.

ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY

7.1 The Firm agrees to advise fully all of its employees and others working for the Firm concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the City; and to take the steps necessary to assure that such procedures are complied with.

ARTICLE 8 - INSURANCE AND HOLD HARMLESS AGREEMENT

The Firm will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate. If the general liability insurance and/or the professional liability insurance is on a claims-made basis, the Firm will maintain coverage in force for a period of two (2) years following completion of the work specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation insurance and employers' liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease – each employee and $500,000.00 disease policy limit. The Firm is responsible for the payment of any deductibles or self-insured retentions. The Firm's insurance is primary. If the Firm carries higher coverage limits than those specified above, the higher coverage limits will apply.

Firm acknowledges that they are an independent contractor and not an employee of the City of Auburn.

The certificate of insurance shall provide the City with thirty (30) days written notice of cancellation of any of the coverages named in said certificate.

The City will be named as an additional insured under the Firm's general liability insurance and automobile liability insurance policies. Firm shall provide copies of additional insured endorsements.

The Firm agrees, to indemnify and hold harmless the City, its agents, servants, employees, and elected officials (collectively, "the City") from all claims, suits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by the acts or omissions of the Firm and the Firm's officers, agents, employees, and subcontractors in the performance of the work in accordance with this contract.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

ARTICLE 9 - TERMINATION

9.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Work, as accepted by the City, or upon receipt of the aforesaid notice of termination, Firm shall deliver to the City all the following:

(a) All drawings, documents, reports and all other work relating in any way to any portion of the Work. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Firm resulting from services rendered pursuant to this Agreement, shall become the property of City. Firm agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Firm makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2010) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

(b) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the City.

(c) Final itemized invoice for payment. The Firm shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the City may have.

ARTICLE 10 - MISCELLANEOUS

10.1 Firm shall only take instructions from the person or persons who are authorized in writing by the City to give the same.

10.2 The Work shall be performed by Firm in such a manner and at such times so as to not interfere or interrupt the City's operations.

10.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

10.4 This Agreement shall be subject to and governed by the laws of the State of Alabama. The Work and performance of same shall comply with all applicable City, county, state and federal codes, rules, regulations and orders.

10.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

10.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

10.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

10.8 Legal actions arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

10.9 Firm may not assign this agreement without the written permission of the City.

10.10 During the performance of services under this Agreement, Firm may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Firm agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Firm's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law. Firm shall treat all records and work product prepared or maintained by Firm in the performance of this Agreement as confidential.

A violation by Firm of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Firm's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

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

SEAL

ATTEST:

BY: _____

NAME: _____

TITLE: _____

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
FIRM'S NAME

_____
STREET ADDRESS

_____
CITY, STATE

_____
TELEPHONE NUMBER

_____
FAX NUMBER (Optional)

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY: _____
Megan McGowen Crouch
IT'S CITY MANAGER

_____
Lindsay Manley
ASSISTANT CITY CLERK

WILSON & MAZZOLA
ARCHITECTS

June 25, 2026

Mr. Ballard
Public Works Director
City of Auburn, AL

Re: **PROFESSIONAL SERVICES PROPOSAL**
Auburn Engineering Services Building Roof Replacement

Mr. Ballard,

Pursuant to discussions, please find below the Professional Services Fee Proposal for the above–referenced building project. The fee proposal generally includes all meetings, designs, drawings, specifications, and construction phase services needed for a complete project from design to completion. Please let me know if you have any questions.

Professional Services Proposal:

The project design team proposes to perform professional Architectural and Engineering services for the above-referenced project, generally described as:

Selective Roof and Skylight Replacement for the Existing Auburn Engineering Services Building [Approx. 5,300s.f. of roof area]

Selective Renovative Roof Construction for an Existing Occupancy and Construction Type. New Work to be in accordance with the Construction Type of the Existing Building per the 2021 International Building Code.

Base Fee:

Preliminary Design: Fee TBD
Preliminary Design including documentation of existing conditions to be billed at hourly rate basis.

Design Development: Fee TBD
Notwithstanding any other provision of this Agreement, the Architect shall be compensated on an hourly rate basis plus direct cost to Architect for Engineering Consultants for all services performed pursuant to this agreement up to and including completion of the Design Development Phase.

Upon completion of the Design Development Phase, the Architect's total fee for all services performed pursuant to this agreement shall be established as a stipulated sum structured to reflect the scope, complexity, and level of professional effort and risk required to deliver services. Among the factors that will affect our anticipated level of effort and, therefore, our fees are the following items as defined at the end of the Design Development Phase:

- The scope of work
- The anticipated project schedule
- The level of design detail and coordination required
- The number of meetings, presentations, and revisions expected
- The involvement and associated fees of required consultants
- The duration and scope of Construction Administration required
- Project Alternates: the design fee shall be representative of the more costly project scenarios even if they are not selected for construction by the Owner

The total fee so determined shall constitute the Architect's fixed fee for all services performed pursuant to this agreement for the project.

WILSON & MAZZOLA ARCHITECTS

All amounts previously paid to the Architect on an hourly basis for services performed through the Design Development Phase shall be credited toward the total fee established under the Alabama Architectural Fee Scale.

Construction Documents & Constructions Administration: Fee TBD
Construction Documents for Permitting and Bidding and Construction Administration services will be per Stipulated Sum to be presented to Owner for approval prior to start of this Phase.

The Architect's fee, as established upon completion of the Design Development Phase, shall be considered a fixed fee for all services performed pursuant to this agreement.

The total compensation payable to the Architect for all services performed pursuant to this agreement is derived from an estimated maximum construction cost applied to Group III of the Alabama Division of Construction Management Schedule of Basic Fee Rates and **shall not exceed Fifty-Six Thousand Two Hundred Fifty Dollars ($56,250)**, unless modified by a written amendment executed by both parties.

No adjustment to the Architect's fee shall be made on account of increases in the Project's construction cost after the completion of the Design Development Phase, except by mutual written agreement.

Base Fee Inclusions:

- Programming of all interior and exterior scope requirements related to the roof replacement and associated elements such as trims, flashings, skylights and any related interior attic or ceiling patching and/or alterations.
- Schematic Design concepts for Owner approval.
- Review and address existing roof drains, curbs, parapets, edge trims and roof to wall flashings in accordance with applicable standards.
- Design Development for Owner approval.

WILSON & MAZZOLA ARCHITECTS

- Architectural Construction Documents signed and sealed by the responsible Professional of Record (including at a minimum):
  - Roof Plan – Existing
  - Roof Plan – Demolition
  - Roof Replacement Plans and Details
  - Skylight Replacement Plan, Section, & Details
  - Deductive Alternates for Bid Documents
  - Structural Upfitting if/as Necessary at Skylights
  - Mechanical Alterations if/as Necessary at Skylights
- Specifications as Applicable
- Bidding or Pricing Phase
- Permitting Phase
- Construction Phase:
  - Architectural & Engineering Shop Drawings & Product Data Reviews
  - Site Visits:
    - As needed site meetings
    - Construction Observation visits- min. monthly
    - Monthly Review of Payment Applications

<u>Base Fee Exclusions:</u>

- Engineering or other Consultants not listed above.
- ADEM Rain Event Inspections.
- Materials Testing.
- Geotechnical Survey Borings and Analysis.
- As-Built Documentation of Existing Conditions in excess of 2 hours which are included for general verification of plans provided by Owner.
- Onsite demolition, alteration, or removal of fixed materials for investigation of existing conditions.
- Re-design once Construction Documents phase begins.
- Value Engineering changes after completion of Construction Documents.
- Boundary, Utility or Topography Surveying
- Permitting/Bidding & Construction Printing and other typical reimbursable expenses

WILSON & MAZZOLA ARCHITECTS

The Professional Services Team:

Architectural _____ *Wilson & Mazzola Architects*
Structural Engineering _____ *(TBD)*
Mechanical Engineering _____ *(TBD)*
Plumbing Engineering _____ *(TBD)*
Electrical Engineering _____ *(TBD)*

Services Fees:

Project Architect:	$200/Hr.
Clerical:	$55/Hr.
Engineering Consultants:	Cost to Architect

All Architectural professional fees, licenses, taxes, and errors and omissions liability insurance are included in this proposal. Errors and Omissions insurance policies by all professionals are minimum $1M per Occurrence / $1M Aggregate policies.

Thank you for your consideration.
Sincerely,

"Jack" C. A. Mazzola, Jr., Architect
Wilson & Mazzola Architects, LLC
Cc: File

Accepted

_____
Printed Name
_____
Title
City of Auburn, Alabama

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Auburn City Board of Education
P.O. Box 511
Auburn, AL 36831

Description of item under consideration

Resolution accepting a temporary construction easement of multiple properties located along North Donahue Drive from the Auburn City Board of Education for the North Donahue Drive Widening Project Phase I. These temporary construction easements are located on Board of Education property along North Donahue Drive at Yarbrough Elementary School and Plains High School.

Why is Council action needed?

Council must accept and approve the temporary construction easement of multiple properties from the Auburn City Board of Education for the North Donahue Drive Widening Project Phase I.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to accept the dedication of that certain real estate as the same is described in the attached Temporary Construction Easement; and

WHEREAS, the owner of said real properties, namely Auburn City Board of Education, "sometimes also known as" Auburn City Board of Education and Auburn Board of Education, desires to convey the same to the City of Auburn for the North Donahue Widening Project Phase I.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby accept the Temporary Construction Easement from Auburn City Board of Education, "sometimes also known as" Auburn City Board of Education and Auburn Board of Education, for the North Donahue Widening Project Phase I.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars ($1.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **AUBURN CITY BOARD OF EDUCATION "SOMETIMES ALSO KNOWN AS" AUBURN CITY BOARD OF EDUCATION AND AUBURN BOARD OF EDUCATION, AUBURN, ALABAMA,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **AUBURN CITY BOARD OF EDUCATION "SOMETIMES ALSO KNOWN AS" AUBURN CITY BOARD OF EDUCATION AND AUBURN BOARD OF EDUCATION, AUBURN, ALABAMA,** does hereby grant, bargain, sell and convey unto **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** subject to the terms and conditions hereinafter set forth, a temporary construction easement across the land of the Grantors for the purpose of construction and maintenance of roadway improvements, sidewalk, lighting and landscaping, said easement being more particularly described as follows to wit:

LEE COUNTY, ALABAMA:

TEMPORARY CONSTRUCTION EASEMENT NO. 1

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA, THENCE NORTH 46°12'13" WEST, A DISTANCE OF 4737.20 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 298.76 FEET, WITH A RADIUS OF 1413.64 FEET, WITH A CHORD BEARING OF NORTH 14°10'46" WEST, WITH A CHORD LENGTH OF 298.20 FEET; THENCE NORTH 20°15'49" WEST, A DISTANCE OF 28.82 FEET; THENCE NORTH 00°55'02" WEST, A DISTANCE OF 164.16 FEET; THENCE SOUTH 18°18'20" EAST, A DISTANCE OF 331.28 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 237.66 FEET, WITH A RADIUS OF 1130.00 FEET, WITH A CHORD BEARING OF SOUTH 12°16'49" EAST , WITH A CHORD LENGTH OF 237.22 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 104.89 FEET, WITH A RADIUS OF 1130.00 FEET, WITH A CHORD BEARING OF SOUTH 03°35'46" EAST, WITH A CHORD LENGTH OF 104.85' FEET; THENCE SOUTH 00°56'13" EAST, A DISTANCE OF 159.92 FEET; THENCE SOUTH 89°03'47" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°56'13" EAST, A DISTANCE OF 229.06 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 152.84 FEET, WITH A RADIUS OF 806.00 FEET, WITH A CHORD BEARING OF SOUTH 06°22'10" EAST, WITH A CHORD LENGTH OF 152.61 FEET; THENCE SOUTH 79°36'08" WEST, A DISTANCE OF 44.01 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 107.19 FEET, WITH A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF NORTH 08°06'59" WEST, WITH A CHORD LENGTH OF 107.12 FEET; THENCE SOUTH 85°29'47" WEST, A DISTANCE OF 6.00 FEET;THENCE NORTH 02°43'13" WEST, A DISTANCE OF 53.28 FEET; THENCE NORTH 00°56'13" WEST, A DISTANCE OF 322.50 FEET; THENCE NORTH 02°04'58" WEST, A

DISTANCE OF 88.84 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 149.99 FEET, WITH A RADIUS OF 1371.50 FEET, WITH A CHORD BEARING OF NORTH 05°05'08" WEST, WITH A CHORD LENGTH OF 149.92 FEET TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINING 59,921.78 SQUARE FEET OR 1.4 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT NO. 2

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 45°36'16" WEST, A DISTANCE OF 4897.88 FEET; NORTH 00°55'02" WEST, A DISTANCE OF 168.18 FEET THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 20°15'49" WEST, A DISTANCE OF 59.42 FEET; THENCE NORTH 19°07'21" WEST, A DISTANCE OF 329.60 FEET; THENCE NORTH 14°57'30" WEST, A DISTANCE OF 62.60 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 105.18 FEET, WITH A RADIUS OF 1950.02 FEET, WITH A CHORD BEARING OF NORTH 16°26'51" WEST, WITH A CHORD LENGTH OF 105.17 FEET;THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 368.52 FEET, WITH A RADIUS OF 2070.00 FEET, WITH A CHORD BEARING OF NORTH 27°04'56" WEST, WITH A CHORD LENGTH OF 368.04 FEET; THENCE SOUTH 59°36'55" WEST, A DISTANCE OF 12.01 FEET; THENCE NORTH 32°15'16" WEST, A DISTANCE OF 4.42 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 95.40 FEET, WITH A RADIUS OF 2058.00 FEET, WITH A CHORD BEARING OF NORTH 33°38'39" WEST, WITH A CHORD LENGTH OF 95.40 FEET; THENCE NORTH 34°58'35" WEST, A DISTANCE OF 74.05 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 365.85 FEET; THENCE NORTH 57°29'09" EAST A DISTANCE OF 24.00 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 211.01 FEET; THENCE NORTH 83°49'45" EAST, A DISTANCE OF 8.53 FEET; THENCE SOUTH 32°30'51" EAST, A DISTANCE OF 670.65 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 347.37 FEET, WITH A RADIUS OF 2600.00 FEET, WITH A CHORD BEARING OF SOUTH 28°41'13" EAST, WITH A CHORD LENGTH OF 347.11 FEET; THENCE NORTH 65°08'26" EAST, A DISTANCE OF 30.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 300.84 FEET, WITH A RADIUS OF 2630.00 FEET, WITH A CHORD BEARING OF SOUTH 21°34'57" EAST, WITH A CHORD LENGTH OF 300.68 FEET; THENCE SOUTH 18°18'20" EAST, A DISTANCE OF 203.33 FEET; THENCE SOUTH 00°55'02" EAST, A DISTANCE OF 164.16 FEET TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINING 50,206.81 SQUARE FEET OR 1.2 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT NO. 3

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 42°16'17" WEST, A DISTANCE OF 5826.33 FEET;THENCE SOUTH 57°28'31" WEST, A DISTANCE OF 30.43 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 57°28'31" WEST, A DISTANCE OF 21.95 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 154.41 FEET, WITH A RADIUS OF 2400.00 FEET, WITH A CHORD BEARING OF NORTH 30°40'16" WEST, WITH A CHORD LENGTH OF 154.38 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 196.65 FEET; THENCE SOUTH 57°29'09" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 500.64 FEET; THENCE NORTH 60°58'09" EAST, A DISTANCE OF 22.04 FEET; THENCE SOUTH 32°30'51" EAST, A DISTANCE OF 236.76 FEET; THENCE NORTH 57°29'09" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 32°30'51" EAST, A DISTANCE OF 461.80 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 152.44 FEET, WITH

A RADIUS OF 3743.69 FEET, WITH A CHORD BEARING OF SOUTH 26°51'36" EAST, WITH A CHORD LENGTH OF 152.43 FEET TO THE POINT OF BEGINNING,

SAID CONSTRUCTION EASEMENT CONTAINING 29,300.61 SQUARE FEET OR 0.7 ACRES, MORE OR LESS.

By the Execution of this easement, we do hereby waive any rights which we may have under federal or state law to have our property appraised.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. The within Grantee, its successors and assigns and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to install, construct, and make necessary repairs to the sidewalk, lighting, landscaping, drainage and utilities, and shall have ingress and egress at any and all items to the property covered by this easement without hindrance or delay of any kind.

2. The grant of the easements shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

3. The granted temporary construction easement will expire one (1) year from the date of completion of the North Donahue Drive Widening Phase I Project.

IN WITNESS WHEREOF, the said **AUBURN CITY BOARD OF EDUCATION "SOMETIMES ALSO KNOWN AS" AUBURN CITY BOARD OF EDUCATION AND AUBURN BOARD OF EDUCATION, AUBURN, ALABAMA,** has caused this Instrument to be executed by S. Kathyrn Powell, its duly authorized President, and attested by Cristen Herring, its duly authorized Secretary, hereunto affixed this 9 day of June, 2026.

AUBURN CITY BOARD OF EDUCATION "SOMETIMES ALSO KNOWN AS" AUBURN CITY BOARD OF EDUCATION AND AUBURN BOARD OF EDUCATION, AUBURN, ALABAMA

BY: S Kathyrn Powell (L.S.)

ITS: PRESIDENT

SEAL

ATTEST

BY: Cristen Herring

ITS: SECRETARY

STATE OF ALABAMA

COUNTY OF LEE

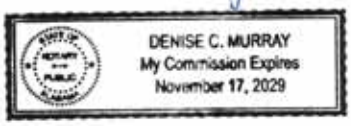
I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that S. Kathryn Powell and Cristen Herring, whose names as President and Secretary, respectively of **AUBURN CITY BOARD OF EDUCATION "SOMETIMES ALSO KNOWN AS" AUBURN CITY BOARD OF EDUCATION AND AUBURN BOARD OF EDUCATION, AUBURN, ALABAMA**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he/she, with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said **AUBURN CITY BOARD OF EDUCATION "SOMETIMES ALSO KNOWN AS" AUBURN CITY BOARD OF EDUCATION AND AUBURN BOARD OF EDUCATION, AUBURN, ALABAMA.**

Given under my hand and seal of office this the 9th day of June, 2026.

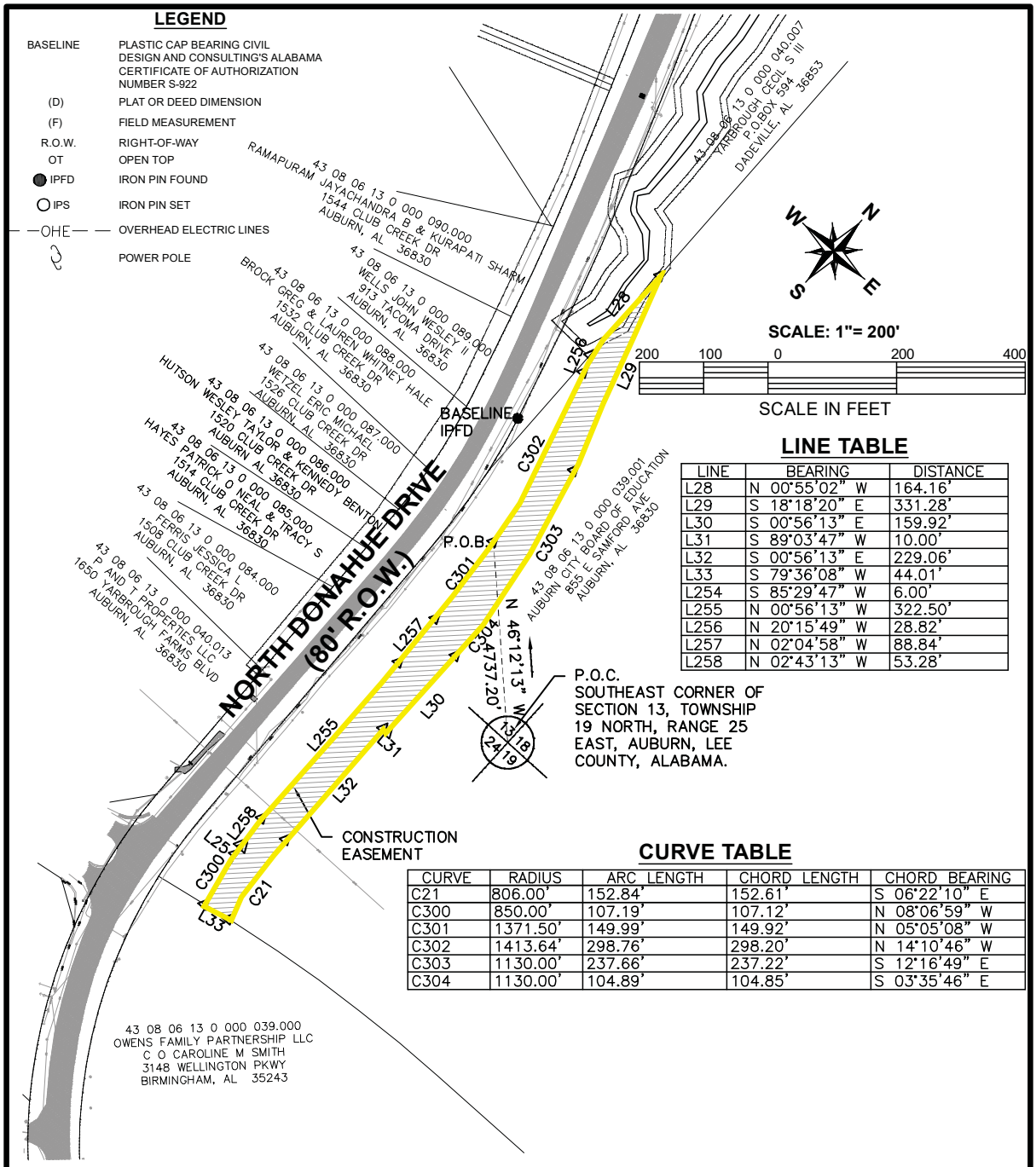
Denise C. Murray

Notary Public

My Commission Expires:



This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830



LINE TABLE

LINE	BEARING	DISTANCE
L28	N 00°55'02" W	164.16'
L29	S 18°18'20" E	331.28'
L30	S 00°56'13" E	159.92'
L31	S 89°03'47" W	10.00'
L32	S 00°56'13" E	229.06'
L33	S 79°36'08" W	44.01'
L254	S 85°29'47" W	6.00'
L255	N 00°56'13" W	322.50'
L256	N 20°15'49" W	28.82'
L257	N 02°04'58" W	88.84'
L258	N 02°43'13" W	53.28'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C21	806.00'	152.84'	152.61'	S 06°22'10" E
C300	850.00'	107.19'	107.12'	N 08°06'59" W
C301	1371.50'	149.99'	149.92'	N 05°05'08" W
C302	1413.64'	298.76'	298.20'	N 14°10'46" W
C303	1130.00'	237.66'	237.22'	S 12°16'49" E
C304	1130.00'	104.89'	104.85'	S 03°35'46" E

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 46°12'13" WEST, A DISTANCE OF 4737.20 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 298.76 FEET, WITH A RADIUS OF 1413.64 FEET, WITH A CHORD BEARING OF NORTH 14°10'46" WEST, WITH A CHORD LENGTH OF 298.20 FEET; THENCE NORTH 20°15'49" WEST, A DISTANCE OF 28.82 FEET; THENCE NORTH 00°55'02" WEST, A DISTANCE OF 164.16 FEET; THENCE SOUTH 18°18'20" EAST, A DISTANCE OF 331.28 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 237.66 FEET, WITH A RADIUS OF 1130.00 FEET, WITH A CHORD BEARING OF SOUTH 12°16'49" EAST , WITH A CHORD LENGTH OF 237.22 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 104.89 FEET, WITH A RADIUS OF 1130.00 FEET, WITH A CHORD BEARING OF SOUTH 03°35'46" EAST, WITH A CHORD LENGTH OF 104.85' FEET; THENCE SOUTH 00°56'13" EAST, A DISTANCE OF 159.92 FEET; THENCE SOUTH 89°03'47" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°56'13" EAST, A DISTANCE OF 229.06 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 152.84 FEET, WITH A RADIUS OF 806.00 FEET, WITH A CHORD BEARING OF SOUTH 06°22'10" EAST, WITH A CHORD LENGTH OF 152.61 FEET; THENCE SOUTH 79°36'08" WEST, A DISTANCE OF 44.01 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 107.19 FEET, WITH A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF NORTH 08°06'59" WEST, WITH A CHORD LENGTH OF 107.12 FEET; THENCE SOUTH 85°29'47" WEST, A DISTANCE OF 6.00 FEET;THENCE NORTH 02°43'13" WEST, A DISTANCE OF 53.28 FEET; THENCE NORTH 00°56'13" WEST, A DISTANCE OF 322.50 FEET; THENCE NORTH 02°04'58" WEST, A DISTANCE OF 88.84 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 149.99 FEET, WITH A RADIUS OF 1371.50 FEET, WITH A CHORD BEARING OF NORTH 05°05'08" WEST, WITH A CHORD LENGTH OF 149.92 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 59,921.78 SQUARE FEET OR 1.4 ACRES, MORE OR LESS.

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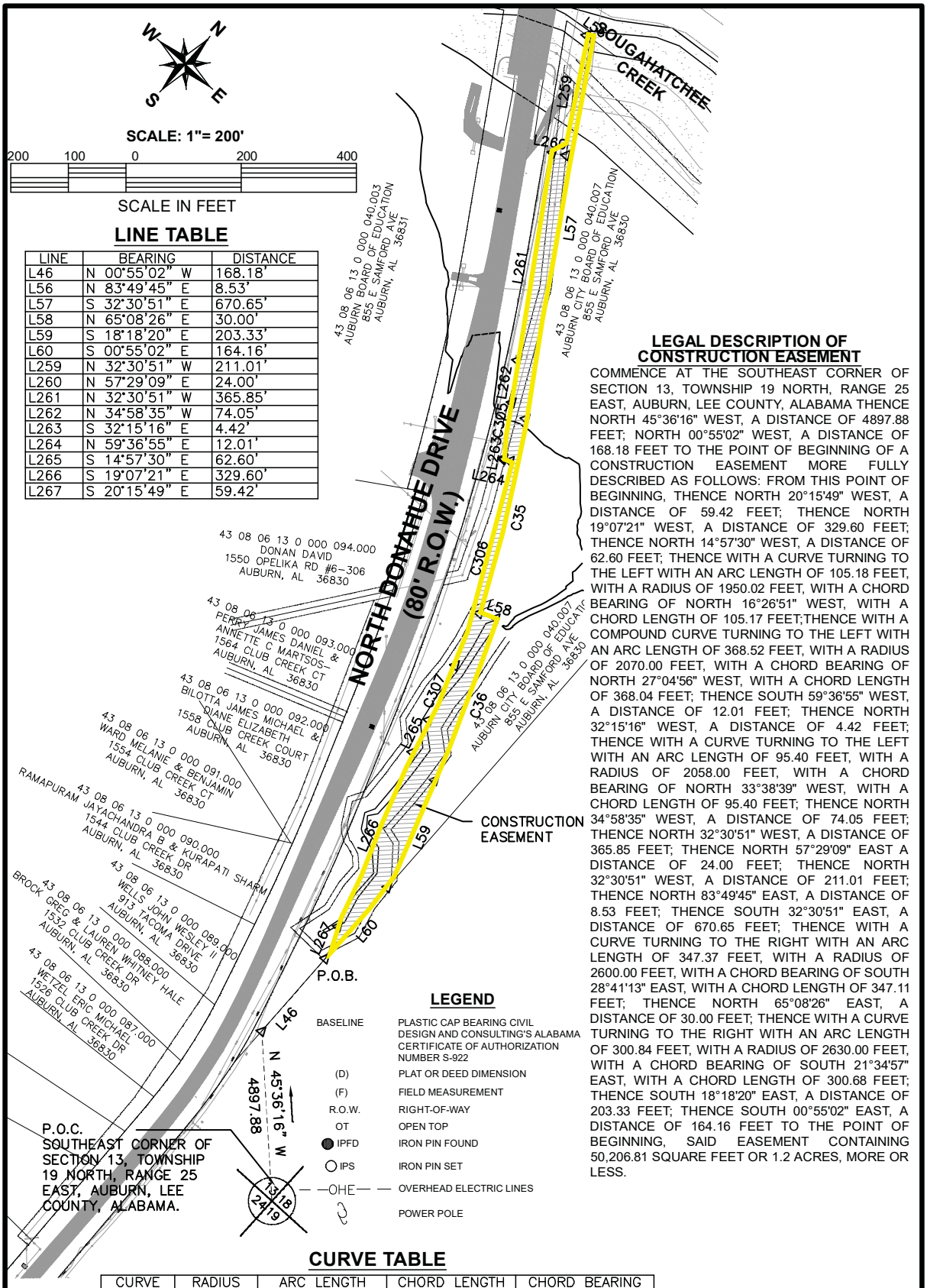
Phone: (334) 748-9200
BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-3B	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT
FOR AUBURN CITY BOARD OF EDUCATION

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' MARCH 27, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922



LINE TABLE

LINE	BEARING	DISTANCE
L46	N 00°55'02" W	168.18'
L56	N 83°49'45" E	8.53'
L57	S 32°30'51" E	670.65'
L58	N 65°08'26" E	30.00'
L59	S 18°18'20" E	203.33'
L60	S 00°55'02" E	164.16'
L259	N 32°30'51" W	211.01'
L260	N 57°29'09" E	24.00'
L261	N 32°30'51" W	365.85'
L262	N 34°58'35" W	74.05'
L263	S 32°15'16" E	4.42'
L264	N 59°36'55" E	12.01'
L265	S 14°57'30" E	62.60'
L266	S 19°07'21" E	329.60'
L267	S 20°15'49" E	59.42'

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 45°36'16" WEST, A DISTANCE OF 4897.88 FEET; NORTH 00°55'02" WEST, A DISTANCE OF 168.18 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 20°15'49" WEST, A DISTANCE OF 59.42 FEET; THENCE NORTH 19°07'21" WEST, A DISTANCE OF 329.60 FEET; THENCE NORTH 14°57'30" WEST, A DISTANCE OF 62.60 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 105.18 FEET, WITH A RADIUS OF 1950.02 FEET, WITH A CHORD BEARING OF NORTH 16°26'51" WEST, WITH A CHORD LENGTH OF 105.17 FEET;THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 368.52 FEET, WITH A RADIUS OF 2070.00 FEET, WITH A CHORD BEARING OF NORTH 27°04'56" WEST, WITH A CHORD LENGTH OF 368.04 FEET; THENCE SOUTH 59°36'55" WEST, A DISTANCE OF 12.01 FEET; THENCE NORTH 32°15'16" WEST, A DISTANCE OF 4.42 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 95.40 FEET, WITH A RADIUS OF 2058.00 FEET, WITH A CHORD BEARING OF NORTH 33°38'39" WEST, WITH A CHORD LENGTH OF 95.40 FEET; THENCE NORTH 34°58'35" WEST, A DISTANCE OF 74.05 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 365.85 FEET; THENCE NORTH 57°29'09" EAST A DISTANCE OF 24.00 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 211.01 FEET; THENCE NORTH 83°49'45" EAST, A DISTANCE OF 8.53 FEET; THENCE SOUTH 32°30'51" EAST, A DISTANCE OF 670.65 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 347.37 FEET, WITH A RADIUS OF 2600.00 FEET, WITH A CHORD BEARING OF SOUTH 28°41'13" EAST, WITH A CHORD LENGTH OF 347.11 FEET; THENCE NORTH 65°08'26" EAST, A DISTANCE OF 30.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 300.84 FEET, WITH A RADIUS OF 2630.00 FEET, WITH A CHORD BEARING OF SOUTH 21°34'57" EAST, WITH A CHORD LENGTH OF 300.68 FEET; THENCE SOUTH 18°18'20" EAST, A DISTANCE OF 203.33 FEET; THENCE SOUTH 00°55'02" EAST, A DISTANCE OF 164.16 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 50,206.81 SQUARE FEET OR 1.2 ACRES, MORE OR LESS.

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C35	2600.00'	347.37'	347.11'	S 28°41'13" E
C36	2630.00'	300.84'	300.68'	S 21°34'57" E
C305	2058.00'	95.40'	95.40'	N 33°38'39" W
C306	2070.00'	368.52'	368.04'	N 27°04'56" W
C307	1950.02'	105.18'	105.17'	N 16°26'51" W

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Phone: (334) 748-9200
BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-4B	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR AUBURN CITY BOARD OF EDUCATION

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' MARCH 27, 2026
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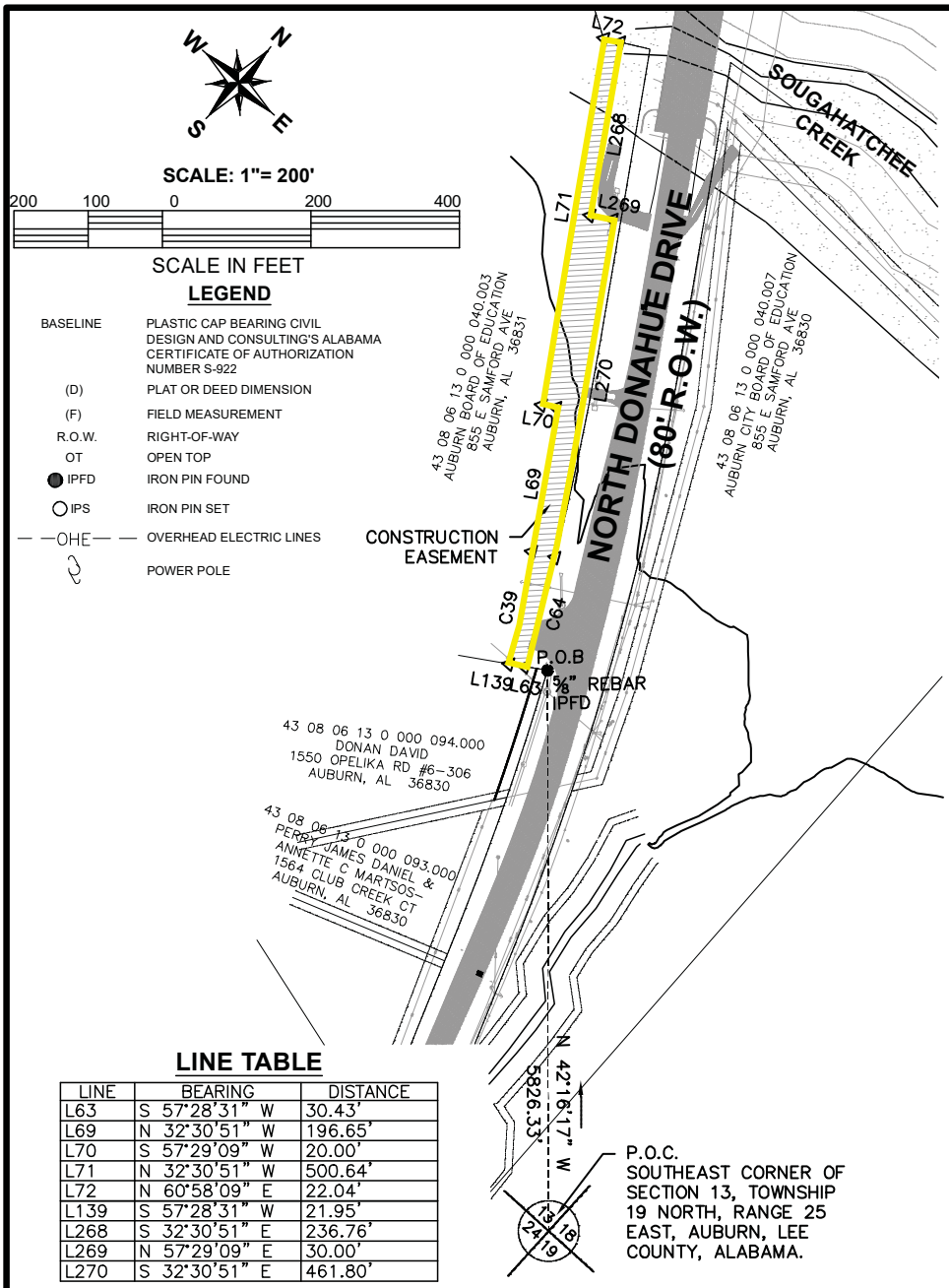

LINE TABLE

LINE	BEARING	DISTANCE
L63	S 57°28'31" W	30.43'
L69	N 32°30'51" W	196.65'
L70	S 57°29'09" W	20.00'
L71	N 32°30'51" W	500.64'
L72	N 60°58'09" E	22.04'
L139	S 57°28'31" W	21.95'
L268	S 32°30'51" E	236.76'
L269	N 57°29'09" E	30.00'
L270	S 32°30'51" E	461.80'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C39	2400.00'	154.41'	154.38'	N 30°40'16" W
C64	3743.69'	152.44'	152.43'	S 26°51'36" E

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 42°16'17" WEST, A DISTANCE OF 5826.33 FEET;THENCE SOUTH 57°28'31" WEST, A DISTANCE OF 30.43 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 57°28'31" WEST, A DISTANCE OF 21.95 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 154.41 FEET, WITH A RADIUS OF 2400.00 FEET, WITH A CHORD BEARING OF NORTH 30°40'16" WEST, WITH A CHORD LENGTH OF 154.38 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 196.65 FEET; THENCE SOUTH 57°29'09" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 32°30'51" WEST, A DISTANCE OF 500.64 FEET; THENCE NORTH 60°58'09" EAST, A DISTANCE OF 22.04 FEET; THENCE SOUTH 32°30'51" EAST, A DISTANCE OF 236.76 FEET; THENCE NORTH 57°29'09" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 32°30'51" EAST, A DISTANCE OF 461.80 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 152.44 FEET, WITH A RADIUS OF 3743.69 FEET, WITH A CHORD BEARING OF SOUTH 26°51'36" EAST, WITH A CHORD LENGTH OF 152.43 FEET TO THE POINT OF BEGINNING, SAID CONSTRUCTION EASEMENT CONTAINING 29,300.61 SQUARE FEET OR 0.7 ACRES, MORE OR LESS.

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PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-5B	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR AUBURN BOARD OF EDUCATION

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' MARCH 27, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Church of the Highlands, Inc.
3660 Grandview Parkway Suite 400
Birmingham, Alabama 35243

Description of item under consideration

Resolution accepting a temporary construction easement located at 1103 North Donahue Drive from the Church of the Highlands, Inc. for the North Donahue Widening Project Phase I.

Why is Council action needed?

Council must accept and approve the temporary construction easement from the Church of the Highlands, Inc. for the North Donahue Widening Project Phase I.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to accept the dedication of that certain real estate as the same is described in the attached Temporary Construction Easement; and

WHEREAS, the owner of said real property, namely Church of the Highlands, Inc., desires to convey the same to the City of Auburn for the North Donahue Widening Project Phase I.

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

That the City of Auburn does hereby accept the Temporary Construction Easement from Church of Highlands, Inc. to be used for the North Donahue Widening Project Phase I.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars ($1.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **CHURCH OF THE HIGHLANDS, INC., A DOMESTIC NON-PROFIT CORPORATION,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **CHURCH OF THE HIGHLANDS, INC., A DOMESTIC NON-PROFIT CORPORATION,** does hereby grant, bargain, sell and convey unto **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** subject to the terms and conditions hereinafter set forth, a temporary, non-exclusive construction easement across the land of Grantor for the sole purpose of construction access and construction-related activities necessary to construct the sidewalk, lighting, landscaping, and related improvements shown on the approved project plans for the North Donahue Drive Widening Project Phase I, said easement being more particularly described as follows to wit:

LEE COUNTY, ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 72°25'50" WEST, A DISTANCE OF 2223.91 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 29°18'09" EAST, A DISTANCE OF 645.29 FEET; THENCE SOUTH 29°18'09" EAST, A DISTANCE OF 136.71 FEET; THENCE SOUTH 60°41'51" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 29°18'09" WEST, A DISTANCE OF 136.71 FEET; THENCE NORTH 29°18'09" WEST, A DISTANCE OF 662.21 FEET; THENCE SOUTH 85°12'43" EAST, A DISTANCE OF 30.19 FEET TO THE POINT OF BEGINNING,

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 19,761.50 SQUARE FEET OR 0.5 ACRES, MORE OR LESS.

By the Execution of this easement, we do hereby waive any rights which we may have under federal or state law to have our property appraised, solely with respect to the Temporary Construction Easement granted herein.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, during the Term of this Temporary Construction Easement and solely for the purpose stated herein, subject to the following terms and conditions:

1. During the Term, Grantee and its authorized agents, employees, and contractors shall have the right to enter upon the easement area as reasonably necessary to perform construction activities related to the construction of the sidewalk, lighting, landscaping, and related improvements shown on the approved project plans. Grantee shall have reasonable ingress and egress over the easement area

during the Term, provided that Grantee shall conduct its activities in a manner that reasonably minimizes interference with Grantor's access, parking, utilities, drainage, ministry operations, and existing improvements. This Temporary Construction Easement does not grant any permanent easement, utility easement, drainage easement, maintenance easement, or continuing right of access after expiration of the Term.

2. This Temporary Construction Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns only during the Term and only to the extent necessary to carry out the temporary construction activities expressly permitted herein. This Temporary Construction Easement shall not create any permanent easement or continuing property right.

3. This Temporary Construction Easement shall expire one (1) year after completion of the construction project for which this easement is granted unless extended by a written instrument signed by Grantor and Grantee. Upon expiration, all rights granted to Grantee under this Temporary Construction Easement shall automatically terminate.

4. Upon completion of the work, Grantee shall cause the easement area and any adjacent property disturbed by Grantee or its agents, employees, or contractors to be restored to substantially the same condition existing prior to entry, reasonable wear and tear and completed project improvements excepted. In the event the Contractor or the City is required to re-enter the Temporary Construction Easement area after project completion to perform corrective, warranty, or remedial work, the Contractor or the City shall, upon completion of such work, restore the affected area to substantially the same condition existing immediately prior to such re-entry, reasonable wear and tear and corrective, warranty, and/or remedial work excepted. Restoration shall include, but not be limited to, repair or replacement of landscaping, grading, turf, hardscape, and any other disturbed improvements.

5. Nothing contained herein shall be construed to grant Grantee any fee interest, permanent easement, permanent maintenance right, utility easement, drainage easement, or other continuing right in or to Grantor's property. All rights granted herein are temporary and limited to the Term and purposes expressly stated in this Instrument.

IN WITNESS WHEREOF, the said **CHURCH OF THE HIGHLANDS, INC., A DOMESTIC NON-PROFIT CORPORATION,** has caused this Instrument to be executed by Johnny Hodges, Executive Director, hereunto affixed this 15th day of JUNE, 2026.

CHURCH OF THE HIGHLANDS, INC.

BY: _____(L.S.)
Johnny Hodges, Executive Director

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Johnny Hodges, whose name as Executive Director of **CHURCH OF THE HIGHLANDS, INC., A DOMESTIC NON-PROFIT CORPORATION**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he/she, with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said **CHURCH OF THE HIGHLANDS, INC., A DOMESTIC NON-PROFIT CORPORATION.**

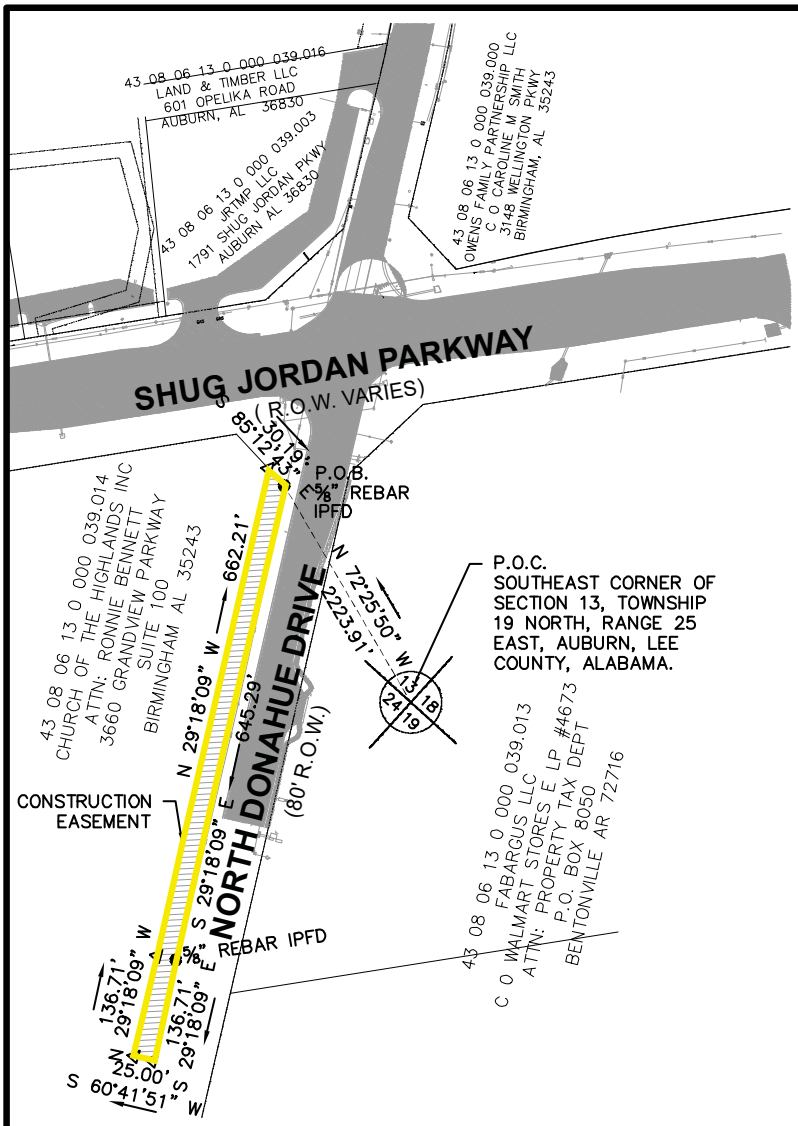
Given under my hand and seal of office this the 15th day of JUNE 2026.

Notary Public

My Commission Expires

My Commission Expires: July 20, 2027

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830



LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 72°25'50" WEST, A DISTANCE OF 2223.91 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 29°18'09" EAST, A DISTANCE OF 645.29 FEET; THENCE SOUTH 29°18'09" EAST, A DISTANCE OF 136.71 FEET; THENCE SOUTH 60°41'51" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 29°18'09" WEST, A DISTANCE OF 136.71 FEET; THENCE NORTH 29°18'09" WEST, A DISTANCE OF 662.21 FEET; THENCE SOUTH 85°12'43" EAST, A DISTANCE OF 30.19 FEET TO THE POINT OF BEGINNING, SAID CONSTRUCTION EASEMENT CONTAINING 19761.50 SQUARE FEET OR 0.5 ACRES, MORE OR LESS.

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE



SCALE: 1"= 200'

200 100 0 200 400

SCALE IN FEET

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-10A	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR CHURCH OF THE HIGHLANDS INC

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' MARCH 27, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 d 3

Council Meeting Date	July 7, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

William Cleveland
2301 Ogletree Village Lane, Suite 200
Auburn, AL 36830

Description of item under consideration

Resolution accepting a public easement, as shown on the plat: "Childree Subdivision" (AS-2026-042), located at 624 Maddox Street.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and right-of-way per Acticle III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated lands by the City Council must occur prior to recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept public drainage and utility easements as shown on the plat: "Childree Subdivision" (AS-2026-042), located at 624 Maddox Street; and

WHEREAS, the owner of the said property, namely William Cleveland, desires to dedicate the same.

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

That the City of Auburn does hereby accept public drainage and utility easements as shown on the plat: "Childree Subdivision" (AS-2026-042), located at 624 Maddox Street.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

CHILDREE SUBDIVISION

EXHIBIT 1

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE ____ DAY OF _____, 2026.

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

STATE OF ALABAMA
LEE COUNTY

I, WILLIAM A. CLEVELAND, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND ON THIS THE ___ DAY OF _____ 2026.

_____
WILLIAM A. CLEVELAND, OWNER

STATE OF ALABAMA
LEE COUNTY

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF _____, 2026.

_____
NOTARY PUBLIC. MY COMMISSION EXPIRES:

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM.
3. NORTH IS BASED ON GRID NORTH.
4. THE SUBJECT PROPERTY'S ADDRESS IS 624 AND 634 MADDOX STREET, AUBURN, ALABAMA 36830.
5. FIELDWORK COMPLETED DECEMBER 18, 2025. OFFICEWORK COMPLETED DECEMBER 19, 2025.
6. SOURCES OF INFORMATION:
   - DEED BOOK 1255, PAGE 351
   - DEED BOOK 732, PAGE 366
7. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
8. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS.– THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY.– IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
9. ACCORDING TO FEMA FIRM MAP NO. 01081C0201H, FOR THE CITY OF AUBURN, EFFECTIVE DATE JANUARY 17, 2025, THIS PARCEL OF LAND LIES IN ZONE X, AN AREA OF MINIMAL FLOODING.
10. THE PURPOSE OF THIS PLAT IS TO REDIVDE 2 LOTS AND CREATE 3 LOTS.
11. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
12. BUILDINGS MUST BE DEMOLISHED AND REMOVED BEFORE THIS PLAT IS RECORDED.

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY PLANNING DEPARTMENT, AUBURN, ALABAMA:

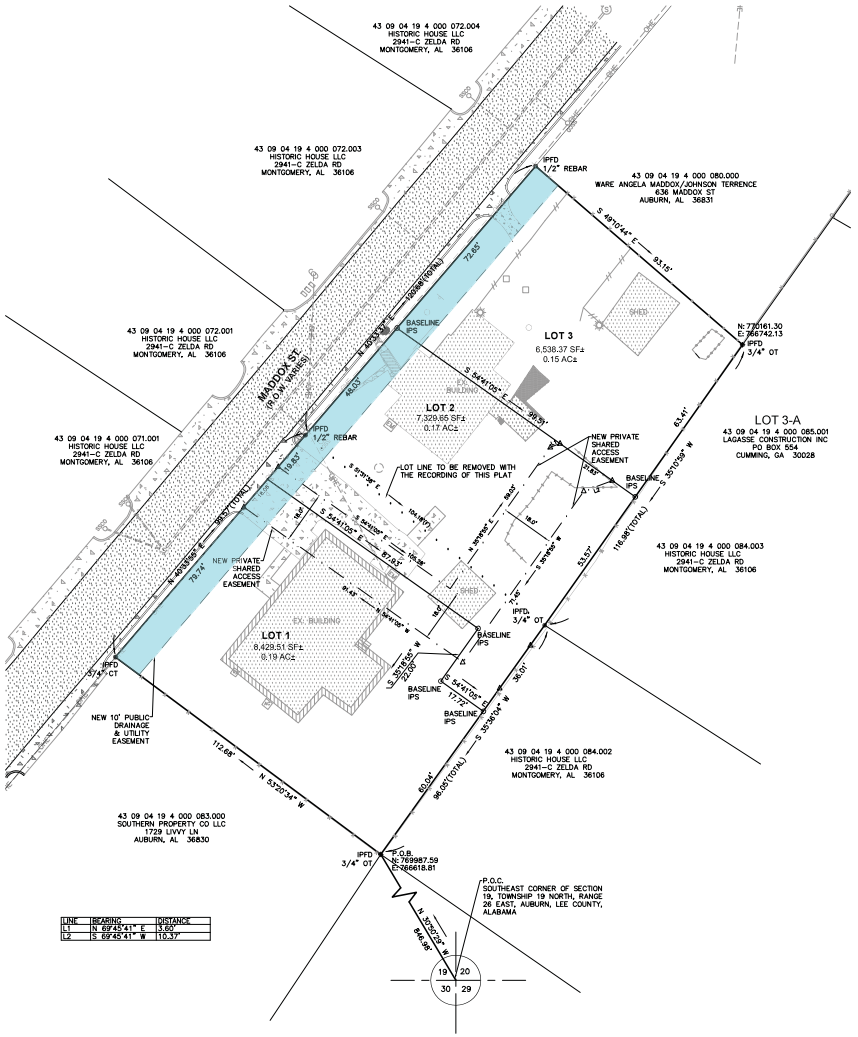
PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

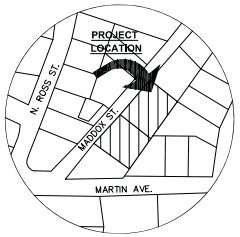
CITY ENGINEER: _____ DATE:_____

LEGEND

CT	CRIMPED TOP	E	EXISTING ELECTRICAL TRANSFORMER/ SWITCHBOX
OT	OPEN TOP	SSCO	EXISTING SANITARY SEWER CLEANOUT
IPFD●	IRON PIN FOUND	TV	EXISTING TELEVISION RISER
IPS○	IRON PIN SET	T	EXISTING TELEPHONE RISER
△	CALCULATED POINT	G	EXISTING GAS METER
■	CONCRETE MONUMENT FOUND	GV	EXISTING GAS VALVE
✖	SPIKE NAIL SET		EXISTING FIRE HYDRANT
R.O.W.	RIGHT-OF-WAY		EXISTING WATER VALVE
(F)	FIELD MEASUREMENT		EXISTING WATER METER
(P)	PLAT DIMENSION		EXISTING IRRIGATION BOX
-x-x-	CHAIN LINK FENCE		EXISTING LIGHTPOLE
S	EXISTING SANITARY SEWER MANHOLE		EXISTING POWER POLE AND GUY WIRE
D	EXISTING STORM DRAIN MANHOLE		EXISTING SIGN
	EXISTING GAS LINE (SERVICE LINE)		
UGE	EXISTING UNDERGROUND ELECTRIC LINES		
OHE	EXISTING OVERHEAD ELECTRIC LINES		
	EXISTING WATER LINE		



LINE	BEARING	DISTANCE
L1	N 69°45'41" E	3.60'
L2	S 69°45'41" W	10.37'



VICINITY MAP
(NOT TO SCALE)

Drainage & Utility

RECEIVED: 05/21/2026

CASE NO: AS-2026-042

N
W E
S

SCALE: 1"= 20'

20 10 0 20 40
SCALE IN FEET

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 748-9200
Web:www.baseline-llc.com
BASELINE
SURVEYING & DESIGN, LLC

CHIEF		JOB NO.	B12025.15
CREW	DRAWN	JMC/LAS	
TTM			

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC AND MAY NOT BE REPRODUCED, STORED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WHETHER ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF BASELINE SURVEYING & DESIGN, LLC.

CHILDREE SUBDIVISION
SEC 19 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE 1"= 20' MAY 8, 2026
ARTHUR R. NETTLES AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

Agenda Item Summary

Item No. 8 d 4

Council Meeting Date	July 7, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

William A. Cleveland
Property Owner
P.O. Box 1429
Auburn, AL 36831

Description of item under consideration

Spring Street Admin Plat (AS-2026-049). Resolution accepting a public easement as shown on the plat: "Redivision of Lot 4, Spring Farm (D.W. Wards Subdivision)," located at 611 Spring Street.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated lands by the City Council must occur prior to the recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept a public easement as shown on the plat: "Redivision of Lot 4, Spring Farm (D.W. Wards Subdivision)" (AS-2026-049), located at 611 Spring Street.

WHEREAS, the owner of the said property, namely William A. Cleveland, desires to dedicate the same.

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

That the City of Auburn does hereby accept a public easement as shown on the plat: "Redivision of Lot 4, Spring Farm (D.W. Wards Subdivision)" (AS-2026-049), located at 611 Spring Street.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

REDIVISION OF LOT 4,
SPRING FARM (D.W. WARDS SUBDIVISION)

RECEIVED
DATE 6/3/2026
CASE NO. AS-2026-049
DEPARTMENT OF PLANNING

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE ____ DAY OF _____, 2026.

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

STATE OF ALABAMA
LEE COUNTY

I, WILLIAM A. CLEVELAND, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND ON THIS THE ___ DAY OF _____, 2026.

_____
WILLIAM A. CLEVELAND, OWNER

STATE OF ALABAMA
LEE COUNTY

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF _____, 2026.

_____
NOTARY PUBLIC: MY COMMISSION EXPIRES:

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM.
3. NORTH IS BASED ON GRID NORTH.
4. THE SUBJECT PROPERTY'S ADDRESS IS 611 SPRING ST., AUBURN, AL 36830.
5. FIELDWORK COMPLETED DECEMBER 18, 2025. OFFICEWORK COMPLETED MAY 18, 2026.
6. SOURCES OF INFORMATION:
   - DEED BOOK 1255, PAGE 351
   - DEED BOOK 732, PAGE 366
7. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
8. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS – THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY – IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
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10. THE PURPOSE OF THIS PLAT IS TO REDIVIDE 1 LOT AND CREATE 2 LOTS.
11. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____

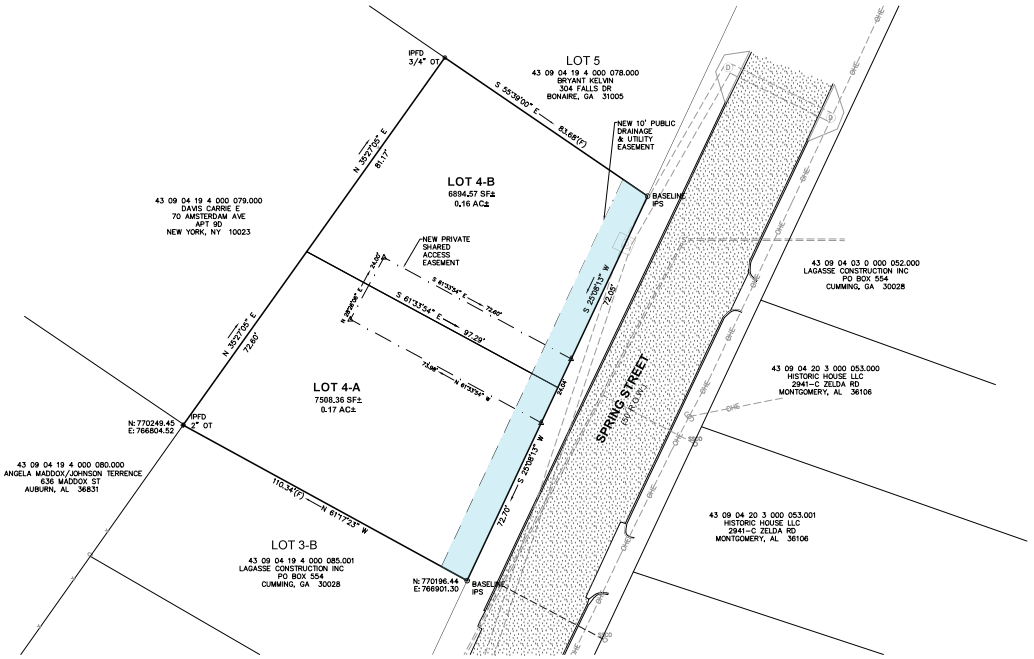
APPROVED BY THE AUBURN CITY PLANNING DEPARTMENT, AUBURN, ALABAMA:

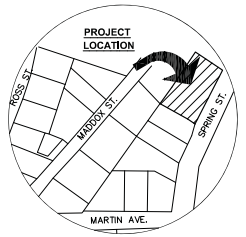
PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

CITY ENGINEER: _____ DATE:_____

DUE





VICINITY MAP
(NOT TO SCALE)

LEGEND

CT	CRIMPED TOP	E	EXISTING ELECTRICAL TRANSFORMER/ SWITCHBOX
OT	OPEN TOP	SSCO	EXISTING SANITARY SEWER CLEANOUT
IPFD●	IRON PIN FOUND	TV	EXISTING TELEVISION RISER
IPS○	IRON PIN SET	T	EXISTING TELEPHONE RISER
△	CALCULATED POINT	G	EXISTING GAS METER
■	CONCRETE MONUMENT FOUND	GV	EXISTING GAS VALVE
✖	SPIKE NAIL SET		EXISTING FIRE HYDRANT
R.O.W.	RIGHT-OF-WAY		EXISTING WATER VALVE
(F)	FIELD MEASUREMENT		EXISTING WATER METER
(P)	PLAT DIMENSION		EXISTING IRRIGATION BOX
-X-X-	CHAIN LINK FENCE		EXISTING LIGHTPOLE
S	EXISTING SANITARY SEWER MANHOLE		EXISTING POWER POLE AND GUY WIRE
D	EXISTING STORM DRAIN MANHOLE		EXISTING SIGN
	EXISTING GAS LINE (SERVICE LINE)		
UGE	EXISTING UNDERGROUND ELECTRIC LINES		
OHE	EXISTING OVERHEAD ELECTRIC LINES		
	EXISTING WATER LINE		

N
W E
S

SCALE: 1"= 20'

20 10 0 20 40
SCALE IN FEET

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED WITHOUT THE EXPRESSED CONSENT OF BASELINE SURVEYING & DESIGN, LLC. ANY REUSE, REVISION, OR ALTERATION OF THIS DRAWING WITHOUT THE EXPRESSED CONSENT OF BASELINE SURVEYING & DESIGN, LLC. SHALL RELEASE BASELINE SURVEYING & DESIGN, LLC. FROM ANY AND ALL LIABILITY RESULTING THEREFROM.

CREW CHIEF	TTM
DRAWN	JMC/LAS
JOB NO.	B12025.15

2004 Yarbrough Drive, Ste A
Oxford, Alabama 36203
Phone: (334) 748-9200
Web:www.baseline-llc.com
BASELINE
SURVEYING & DESIGN, LLC

BOUNDARY AND TOPOGRAPHIC SURVEY OF LOT 4, SPRING FARM (D.W. WARDS SUBDIVISION)
SEC 19 & 20 T 19 N R 25 E
AUBURN LEE COUNTY ALABAMA
SCALE 1"= 20' MAY 18, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

Agenda Item Summary

Item No. 8 d 5

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Donahue Crossing Condominium Owners Association, Inc.
1477 North Donahue Drive
Auburn, AL 36830

Description of item under consideration

Resolution accepting a temporary construction easement located at 1477 North Donahue Drive from Donahue Crossing Condominium Owners Association, Inc. for the North Donahue Widening Project Phase I. There will be compensation of $1,680 for use of property.

Why is Council action needed?

Council must accept and approve the temporary construction easement from Donahue Crossing Condominium Owners Association, Inc. for the North Donahue Widening Project Phase I.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to accept the dedication of that certain real estate as the same is described in the attached Temporary Construction Easement; and

WHEREAS, the owner of said real property, Donahue Crossing Condominium Owners Association, Inc., desires to convey the same to the City of Auburn for the North Donahue Widening Project Phase I.

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

That the City of Auburn does hereby accept the Temporary Construction Easement from Donahue Crossing Condominium Owners Association, Inc. in the amount of $1,680 for use of the property for the North Donahue Widening Project Phase I and further authorizes the City Manager to make payment in the amount of $1,680 for said easement.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ONE THOUSAND SIX HUNDRED EIGHTY and 00/100 Dollars ($1,680.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **DONAHUE CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **DONAHUE CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION,** does hereby grant, bargain, sell and convey unto **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** subject to the terms and conditions hereinafter set forth, temporary construction easement across the land of the Grantors for the purpose of construction and maintenance of roadway, sidewalk, lighting and landscaping, said easement being more particularly described as follows to wit:

LEE COUNTY, ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 59°43'57" WEST, A DISTANCE OF 3400.39 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 119.00 FEET, WITH A RADIUS OF 1540.11 FEET, WITH A CHORD BEARING OF SOUTH 47°51'27" EAST, WITH A CHORD LENGTH OF 118.97 FEET; THENCE SOUTH 50°04'16" EAST, A DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 50°02'13" EAST, A DISTANCE OF 79.19 FEET; THENCE SOUTH 50°05'49" EAST, A DISTANCE OF 104.22 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 117.93 FEET, WITH A RADIUS OF 960.00 FEET, WITH A CHORD BEARING OF SOUTH 46°33'06" EAST, WITH A CHORD LENGTH OF 117.86 FEET; THENCE SOUTH 38°22'02" WEST, A DISTANCE OF 13.20 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 113.13 FEET, WITH A RADIUS OF 853.00 FEET, WITH A CHORD BEARING OF NORTH 42°57'15" WEST, WITH A CHORD LENGTH OF 113.04 FEET; THENCE NORTH 46°45'13" WEST, A DISTANCE OF 110.23 FEET; THENCE SOUTH 43°14'47" WEST, A DISTANCE OF 37.00 FEET; THENCE NORTH 46°45'13" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 43°14'47" EAST, A DISTANCE OF 32.46 FEET TO THE POINT OF BEGINNING,

SAID CONSTRUCTION EASEMENT CONTAINING 4,180.76 SQUARE FEET OR 0.1 ACRES, MORE OR LESS.

By the Execution of this easement, we do hereby waive any rights which we may have under federal or state law to have our property appraised.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. The within Grantee, its successors and assigns and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to install, construct, and make necessary repairs to the sidewalk, lighting, landscaping, drainage and utilities, and shall have ingress and egress at any and all items to the property covered by this easement without hindrance or delay of any kind.

2. The grant of the easements shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

3. The granted temporary construction easement will expire one (1) year from the date of completion of the Donahue Drive Widening Phase I Project.

4. Following completion of the work permitted under this Temporary Construction Easement, Grantee shall, at its sole cost and expense, return the easement area and any adjoining areas impacted by the actions of Grantee or its employees, agents, contractors, or subcontractors to a condition substantially similar to or better than their condition prior to the commencement of such activities, excluding reasonable wear and tear. This obligation includes, where applicable, the restoration, repair, or replacement of any affected landscaping, irrigation systems, pavement, sidewalks, grading, drainage facilities, utilities, and other improvements disturbed or damaged as a result of the work.

IN WITNESS WHEREOF, the said **DONAHUE CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION,** has caused this Instrument to be executed by Ryan Callahan, its President, hereunto affixed this 12 day of June, 2026.

DONAHUE CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC.
A DOMESTIC NON-PROFIT CORPORATION

BY: _____(L.S.)
Ryan Callahan
President

STATE OF ALABAMA

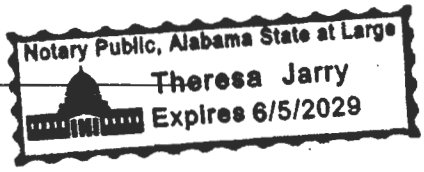
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Ryan Callahan, whose name as President of **DONAHUE CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said **DONAHUE CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION.**

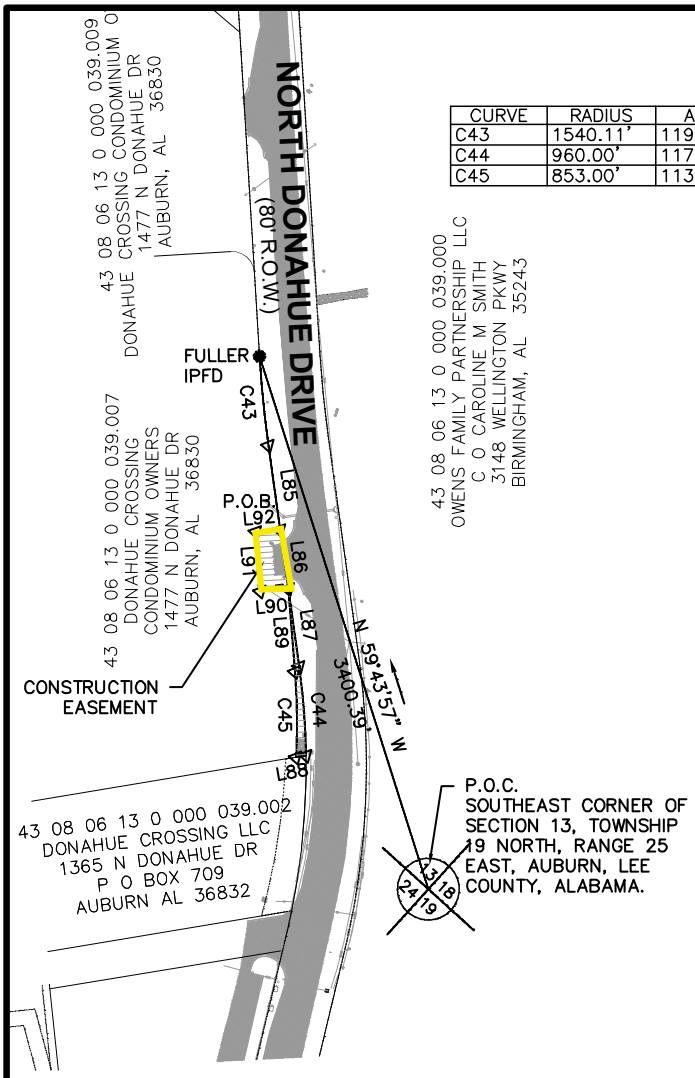
Given under my hand and seal of office this the 12th day of June, 2026.

Notary Public

My Commission Expires:



This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C43	1540.11'	119.00'	118.97'	S 47°51'27" E
C44	960.00'	117.93'	117.86'	S 46°33'06" E
C45	853.00'	113.13'	113.04'	N 42°57'15" W

LINE TABLE

LINE	BEARING	DISTANCE
L85	S 50°04'16" E	112.79'
L86	S 50°02'13" E	79.19'
L87	S 50°05'49" E	104.22'
L88	S 38°22'02" W	13.20'
L89	N 46°45'13" W	110.23'
L90	S 43°14'47" W	37.00'
L91	N 46°45'13" W	79.06'
L92	N 43°14'47" E	32.46'

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 59°43'57" WEST, A DISTANCE OF 3400.39 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 119.00 FEET, WITH A RADIUS OF 1540.11 FEET, WITH A CHORD BEARING OF SOUTH 47°51'27" EAST, WITH A CHORD LENGTH OF 118.97 FEET; THENCE SOUTH 50°04'16" EAST, A DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 50°02'13" EAST, A DISTANCE OF 79.19 FEET; THENCE SOUTH 50°05'49" EAST, A DISTANCE OF 104.22 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 117.93 FEET, WITH A RADIUS OF 960.00 FEET, WITH A CHORD BEARING OF SOUTH 46°33'06" EAST, WITH A CHORD LENGTH OF 117.86 FEET; THENCE SOUTH 38°22'02" WEST, A DISTANCE OF 13.20 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 113.13 FEET, WITH A RADIUS OF 853.00 FEET, WITH A CHORD BEARING OF NORTH 42°57'15" WEST, WITH A CHORD LENGTH OF 113.04 FEET; THENCE NORTH 46°45'13" WEST, A DISTANCE OF 110.23 FEET; THENCE SOUTH 43°14'47" WEST, A DISTANCE OF 37.00 FEET; THENCE NORTH 46°45'13" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 43°14'47" EAST, A DISTANCE OF 32.46 FEET TO THE POINT OF BEGINNING, SAID CONSTRUCTION EASEMENT CONTAINING 4,180.76 SQUARE FEET OR 0.1 ACRES, MORE OR LESS.

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE



SCALE: 1"= 200'

200 100 0 200 400

SCALE IN FEET

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200
BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-8A	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR DONAHUE CROSSING CONDOMINIUM OWNERS

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' MARCH 30, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 d 6

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Donahue Crossing Golf View Condominium Owners Association, Inc.
1477 North Donahue Drive
Auburn, AL 36830

Description of item under consideration

Resolution accepting a temporary construction easement located at 1477 North Donahue Drive from Donahue Crossing Golf View Condominium Owners Association, Inc. for the North Donahue Widening Project Phase I. There will be compensation of $720 for use of property.

Why is Council action needed?

Council must accept and approve the temporary construction easement from Donahue Crossing Golf View Condominium Owners Association, Inc. for the North Donahue Widening Project Phase I.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to accept the dedication of that certain real estate as the same is described in the attached Temporary Construction Easement; and

WHEREAS, the owner of said real property, Donahue Crossing Golf View Condominium Owners Association, Inc., desires to convey the same to the City of Auburn for the North Donahue Widening Project Phase I.

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

That the City of Auburn does hereby accept the Temporary Construction Easement from Donahue Crossing Golf View Condominium Owners Association, Inc. in the amount of $720 for use of the property for the North Donahue Widening Project Phase I and further authorizes the City Manager to make payment in the amount of $720 for said easement.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of SEVEN HUNDRED TWENTY and 00/100 Dollars ($720.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **DONAHUE CROSSING GOLF VIEW CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **DONAHUE CROSSING GOLF VIEW CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION,** does hereby grant, bargain, sell and convey unto **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** subject to the terms and conditions hereinafter set forth, temporary construction easement across the land of the Grantors for the purpose of construction and maintenance roadway, sidewalk, lighting and landscaping, said easement being more particularly described as follows to wit:

LEE COUNTY, ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 58°09'47" WEST, A DISTANCE OF 3818.52 FEET; THENCE SOUTH 45°38'38" EAST, A DISTANCE OF 76.32 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 43°14'47" WEST, A DISTANCE OF 25.49 FEET; THENCE SOUTH 46°45'13" EAST, A DISTANCE OF 71.20 FEET; THENCE NORTH 43°14'47" EAST, A DISTANCE OF 24.11 FEET; THENCE NORTH 45°38'38" WEST, A DISTANCE OF 71.22 FEET TO THE POINT OF BEGINNING,

SAID CONSTRUCTION EASEMENT CONTAINING 1,765.75 SQUARE FEET 0.04 ACRES, MORE OR LESS.

By the Execution of this easement, we do hereby waive any rights which we may have under federal or state law to have our property appraised.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. The within Grantee, its successors and assigns and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to install, construct, and make necessary repairs to the driveway, sidewalk, lighting, landscaping, drainage and utilities, and shall have ingress and egress at any and all items to the property covered by this easement without hindrance or delay of any kind.

2. The grant of the easements shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

3. The granted temporary construction easement will expire one (1) year from the date of completion of the Donahue Drive Widening Phase I Project.

4. Following completion of the work permitted under this Temporary Construction Easement, Grantee shall, at its sole cost and expense, return the easement area and any adjoining areas impacted by the actions of Grantee or its employees, agents, contractors, or subcontractors to a condition substantially similar to or better than their condition prior to the commencement of such activities, excluding reasonable wear and tear. This obligation includes, where applicable, the restoration, repair, or replacement of any affected landscaping, irrigation systems, pavement, sidewalks, grading, drainage facilities, utilities, and other improvements disturbed or damaged as a result of the work.

IN WITNESS WHEREOF, the said **DONAHUE CROSSING GOLF VIEW CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION,** has caused this Instrument to be executed by Shelly Cooper, its President, hereunto affixed this 16th day of June, 2026.

DONAHUE CROSSING GOLF VIEW CONDOMINIUM OWNERS ASSOCIATION, INC.
A DOMESTIC NON-PROFIT CORPORATION

BY: _____(L.S.)
Shelly Cooper
President

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shelly Cooper, whose name as President of **DONAHUE CROSSING GOLF VIEW CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, she, with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said **DONAHUE CROSSING GOLF VIEW CONDOMINIUM OWNERS ASSOCIATION, INC., A DOMESTIC NON-PROFIT CORPORATION.**

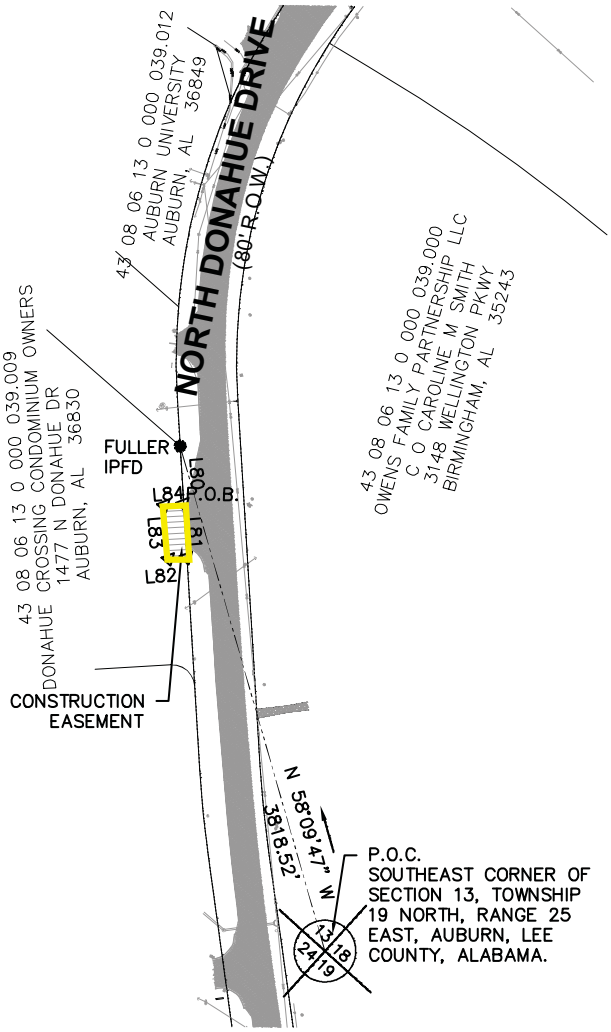
Given under my hand and seal of office this the 16th day of June, 2026.

_____
Notary Public

My Commission Expires: _____

Notary Public, Alabama State at Large
Theresa Jarry
Expires 6/5/2029

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830



LINE TABLE

LINE	BEARING	DISTANCE
L80	S 45°38'38" E	76.32'
L81	N 45°38'38" W	71.22'
L82	N 43°14'47" E	24.11'
L83	S 46°45'13" E	71.20'
L84	S 43°14'47" W	25.49'

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 58°09'47" WEST, A DISTANCE OF 3818.52 FEET; THENCE SOUTH 45°38'38" EAST, A DISTANCE OF 76.32 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 43°14'47" WEST, A DISTANCE OF 25.49 FEET; THENCE SOUTH 46°45'13" EAST, A DISTANCE OF 71.20 FEET; THENCE NORTH 43°14'47" EAST, A DISTANCE OF 24.11 FEET; THENCE NORTH 45°38'38" WEST, A DISTANCE OF 71.22 FEET TO THE POINT OF BEGINNING, SAID CONSTRUCTION EASEMENT CONTAINING 1,765.75 SQUARE FEET 0.04 ACRES, MORE OR LESS.

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE



SCALE: 1"= 200'

200 100 0 200 400

SCALE IN FEET

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-7A	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR DONAHUE CROSSING CONDOMINIUM OWNERS

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' APRIL 2, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 d 7

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Milliways, LLC
2818 Montana Way
Auburn, AL 36830

Description of item under consideration

Resolution accepting a temporary construction easement located at 1150 North Donahue Drive from Milliways, LLC (Well Red Second Story) for the North Donahue Widening Project Phase I. There will be compensation of $24,362 for use of property.

Why is Council action needed?

Council must accept and approve the temporary construction easement from Milliways, LLC for the North Donahue Widening Project Phase I.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to accept the dedication of that certain real estate as the same is described in the attached Temporary Construction Easement; and

WHEREAS, the owner of said real property, namely Milliways, LLC, desires to convey the same to the City of Auburn for the North Donahue Widening Project Phase I.

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

That the City of Auburn does hereby accept the Temporary Construction Easement from Milliways, LLC in the amount of $24,362 for use of the property for the North Donahue Widening Project Phase I and further authorize the City Manager to make payment of $24,362 for said easement.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Twenty-Four Thousand Three Hundred Sixty-Two and 00/100 Dollars ($24,362.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** does hereby grant, bargain, sell and convey unto **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** subject to the terms and conditions hereinafter set forth, temporary construction easement across the land of the Grantors for the purpose of construction and maintenance of a sidewalk, lighting and landscaping, said easement being more particularly described as follows to wit:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 88°40'44" WEST, A DISTANCE OF 1660.82 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 65°25'25" WEST, A DISTANCE OF 10.32 FEET; THENCE NORTH 25°26'42" WEST, A DISTANCE OF 107.15 FEET; THENCE NORTH 38°50'50" EAST, A DISTANCE OF 26.20 FEET; THENCE SOUTH 28°41'56" EAST, A DISTANCE OF 10.31 FEET; THENCE SOUTH 61°18'04" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 28°41'56" EAST, A DISTANCE OF 107.42 FEET TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINING 906.96 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

By the Execution of this easement, we do hereby waive any rights which we may have under federal or state law to have our property appraised.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. The within Grantee, its successors and assigns and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to install, construct, and make necessary repairs to the sidewalk, lighting, landscaping, drainage and utilities, and shall have ingress and egress at any and all items to the property covered by this easement without hindrance or delay of any kind.

2. The grant of the easements shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

3. Grantee agrees to pay Grantor total compensation in the amount of TWENTY-FOUR THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS ($24,362.00), which includes:

   a. SEVEN HUNDRED THIRTY DOLLARS ($730.00) for the Temporary Construction Easement; and

   b. TWENTY-THREE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS ($23,632.00) as payment in lieu of restoration for landscaping and other improvements that may be disturbed or removed within the Easement Area and adjacent areas.

4. Grantor acknowledges and agrees that the compensation described in Section 3(b) constitutes full and complete payment for the anticipated cost to restore landscaping and other improvements within the Easement Area and adjacent areas disturbed by the Grantee, its employees, agents, contractors, or subcontractors.

5. The granted temporary construction easement will expire one (1) year from the date of completion of the North Donahue Drive Widening Phase I Project.

IN WITNESS WHEREOF, the said **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** has caused this Instrument to be executed by Richard Tomasello, its duly authorized member, hereunto affixed this 17 day of JUNE, 2026.

MILLIWAYS, LLC
A DOMESTIC LIMITED LIABILITY COMPANY

BY: _____(L.S.)
Richard Tomasello

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Richard Tomasello, whose name as member of **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY.**

Given under my hand and seal of office this the 17th day of June, 2026.

_____
Notary Public

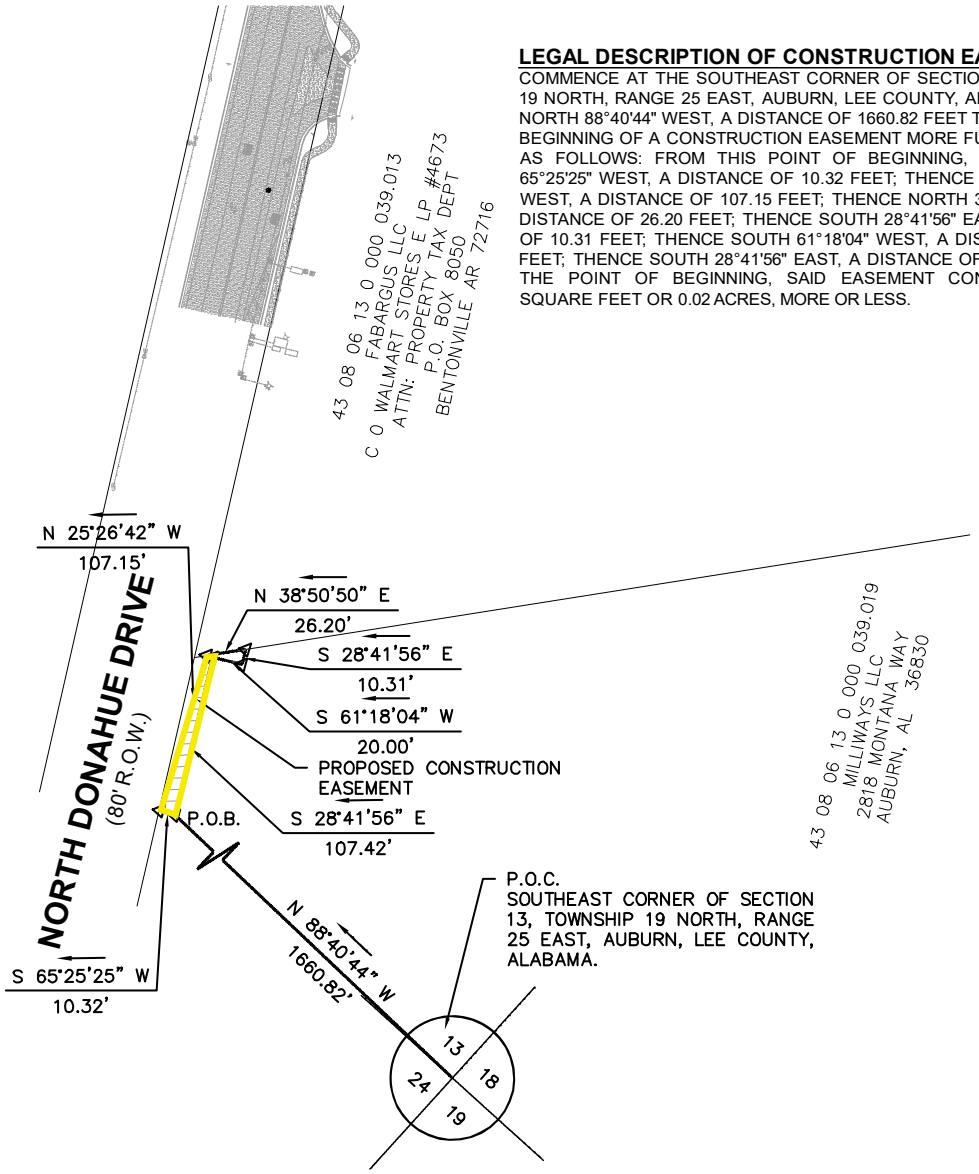
My Commission Expires:_____

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830

AUDREA L CARR
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Feb. 26, 2030

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 88°40'44" WEST, A DISTANCE OF 1660.82 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE SOUTH 65°25'25" WEST, A DISTANCE OF 10.32 FEET; THENCE NORTH 25°26'42" WEST, A DISTANCE OF 107.15 FEET; THENCE NORTH 38°50'50" EAST, A DISTANCE OF 26.20 FEET; THENCE SOUTH 28°41'56" EAST, A DISTANCE OF 10.31 FEET; THENCE SOUTH 61°18'04" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 28°41'56" EAST, A DISTANCE OF 107.42 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 906.96 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.





SCALE: 1"= 100'

100 50 0 100 200

SCALE IN FEET

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-11B	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR MILLWAYS LLC

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' APRIL 2, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 d 8

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Milliways, LLC
2818 Montana Way
Auburn, AL 36830

Description of item under consideration

Resolution accepting a warranty deed located at 1150 North Donahue Drive from Milliways, LLC (Well Red Second Story) for the North Donahue Drive Widening Project Phase I and authorize payment in the amount of $4,000.

Why is Council action needed?

Council must accept and approve the warranty deed from Milliways, LLC for the North Donahue Drive Widening Project Phase I.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to accept the dedication of that certain real estate as the same is described in the attached Warranty Deed; and

WHEREAS, the owner of said real property, namely Milliways, LLC, desires to convey the same to the City of Auburn for the North Donahue Drive Widening Project Phase I.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama does hereby accept the Warranty Deed from Milliways, LLC and approves compensation in the amount of $4,000 for use of the property for the North Donahue Drive Widening Project Phase I and further authorizes the City Manager to make payment in the amount of $4,000 for said right of way.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

GRANTEE'S ADDRESS:
THE CITY OF AUBURN
144 TICHENOR AVENUE
AUBURN, ALABAMA

STATE OF ALABAMA)
)
COUNTY OF LEE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Four Thousand and 00/100 Dollars ($4,000.00) and other good and valuable considerations to the undersigned Grantor, **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** in hand paid by Grantee, **CITY OF AUBURN, ALABAMA, A MUNICIPAL CORPORATION**, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto Grantee the following-described real estate, to-wit:

LEE COUNTY, ALABAMA:

Right of Way Acquisition
0.01 Acres +/- (462.17 SF)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 89°07'18" WEST, A DISTANCE OF 1666.09 FEET TO THE POINT OF BEGINNING OF A RIGHT-OF-WAY ACQUISITION DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 29°06'36" WEST, A DISTANCE OF 113.13 FEET; THENCE NORTH 38°50'50" EAST, A DISTANCE OF 8.12 FEET; THENCE SOUTH 25°48'25" EAST, A DISTANCE OF 75.63 FEET; THENCE SOUTH 24°34'35" EAST, A DISTANCE OF 40.82 FEET TO THE POINT OF BEGINNING,

SAID RIGHT-OF-WAY ACQUISITION CONTAINING 462.17 SQUARE FEET 0.01 ACRES, MORE OR LESS.

The above property is not the primary place of residence for the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its heirs and assigns in fee simple, forever.

Grantor does, for itself, its successors and assigns, covenant with the said Grantee, its heirs and assigns, that it is lawfully seized in fee simple of said premises; that the premises is free from all encumbrances unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor, its successors and assigns, shall warrant and defend the same to the said Grantee, its heirs and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said, **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** has caused this instrument to be executed by Richard Tomasello, its duly authorized member of said limited liability company hereunto affixed this 17 day of JUNE, 2026.

MILLIWAYS, LLC
A DOMESTIC LIMITED LIABILITY COMPANY

BY: _____ (L.S.)
Richard Tomasello

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Richard Tomasello, whose name as member of **MILLIWAYS, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** is signed to the forgoing conveyance, appear before me on this day and being informed of the contents of said conveyance, they executed the same as such member and with full authority voluntarily on the same bears date, for and as the act of said limited liability company.

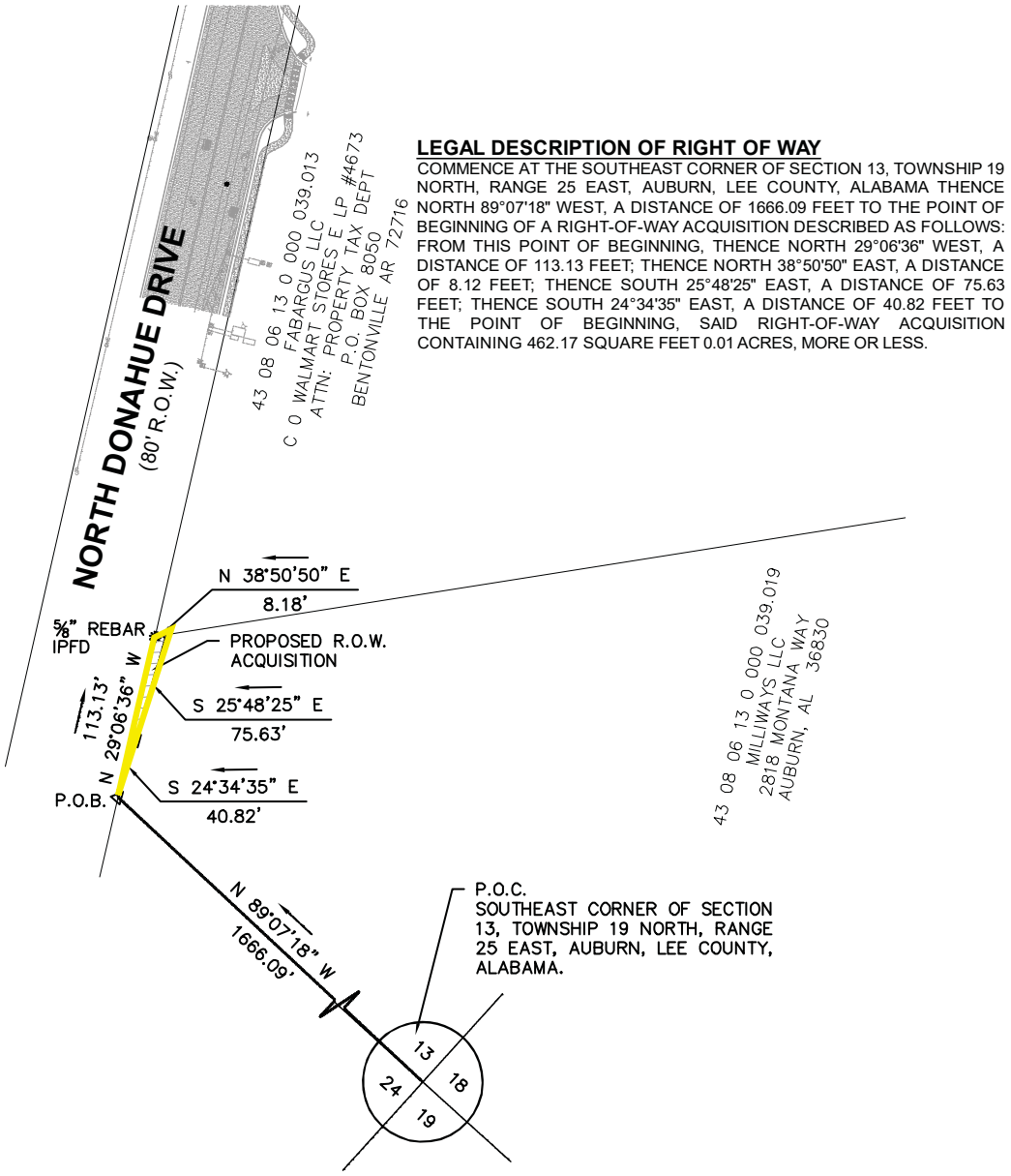
GIVEN under my hand and seal of office this the 17th day of June, 2026.

_____
Notary Public

My Commission Expires: _____

AUDREA L CARR
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Feb. 26, 2030

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830

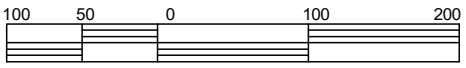


LEGAL DESCRIPTION OF RIGHT OF WAY

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 89°07'18" WEST, A DISTANCE OF 1666.09 FEET TO THE POINT OF BEGINNING OF A RIGHT-OF-WAY ACQUISITION DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 29°06'36" WEST, A DISTANCE OF 113.13 FEET; THENCE NORTH 38°50'50" EAST, A DISTANCE OF 8.12 FEET; THENCE SOUTH 25°48'25" EAST, A DISTANCE OF 75.63 FEET; THENCE SOUTH 24°34'35" EAST, A DISTANCE OF 40.82 FEET TO THE POINT OF BEGINNING, SAID RIGHT-OF-WAY ACQUISITION CONTAINING 462.17 SQUARE FEET 0.01 ACRES, MORE OR LESS.



SCALE: 1"= 100'



SCALE IN FEET

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-11A	TTM	CSM	ARN

EXHIBIT OF RIGHT-OF-WAY ACQUISITION
FOR MILLWAYS LLC

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' APRIL 2, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 e

Council Meeting Date	July 7, 2026
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Seohan Auto USA Corporation
Auburn Technology Park West - Annex II
(Lot 2)
3100 Haygood Court
Auburn, AL 36832

Description of item under consideration

Resolution concurring with the Industrial Development Board to lease and/or sell Lot 2 located in Auburn Technology Park West - Annex II to Seohan Auto USA Corporation to construct a third facility.

This resolution is for the concurrence with a proposed action by the Industrial Development Board. Resolution 94-171 passed on November 15, 1994 requires Council concurrence on Industrial Development Board actions involving resources.

Why is Council action needed?

The concurrence is needed to allow the Board to move ahead with the project as planned.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBURN, ALABAMA, as follows:

WHEREAS, under Resolution No. 94-171, adopted by the City Council on November 15, 1994, the Mayor and the City Manager were authorized to convey to The Industrial Development Board of the City of Auburn certain properties to be used for the recruitment of industry and the development of new infrastructure for industry in the City; and

WHEREAS, as part of said Resolution, the City Council required that prior to the sale, conveyance, lease or change of ownership of the property so conveyed, The Industrial Development Board of the City of Auburn would obtain the concurrence of the City of Auburn; and

WHEREAS, The Industrial Development Board of the City of Auburn has agreed to lease and/or sell Lot 2, ±24.62 acres, in the Auburn Technology Park West – Annex II to Seohan Auto USA Corporation to construct a third facility.

NOW, THEREFORE, the City Council of the City of Auburn, Alabama does concur with and consent to the actions of the Industrial Development Board of the City of Auburn.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July, 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 f

Council Meeting Date	July 7, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

City of Auburn
Citizens of Auburn

Description of item under consideration

Resolution appointing two (2) individuals to the Planning Commission for terms of office beginning August 1, 2026, and ending July 31, 2032.

Why is Council action needed?

Members of the Planning Commission are appointed by the City Council per Section 17-20 of the Auburn City Code and Section 11-52-15 of the Code of Alabama, as amended.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with the provisions of Section 11-52-15 of the Code of Alabama and Section 17-20 of the Code of the City of Auburn that _____ and _____ are hereby appointed members of the Auburn Planning Commission for terms of office beginning August 1, 2026, and ending July 31, 2032.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 9 a

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Ordinances

Public Hearing Required

Name and address of person(s) or business(es) this item affects:

Citizens of Auburn

Description of item under consideration

Ordinance extending the existing "No Parking" zone along 206 and 208 Reese Avenue and 211 Marion Circle (See Exhibit A). The property owner is requesting that the full frontage of the properties be designated as no parking to address concerns about students and game-day traffic parking along the property frontages.

The CIty Council postponed this item at its June 16, 2026, meeting.

Why is Council action needed?

City Council must approve traffic control signs by ordinance per Chapter 22 of the City Code. Section 2-4 of the City Code and Section 11-45-2(b) of the Code of Alabama requires unanimous consent of the City Council to pass an ordinance at the same meeting at which it is introduced.

Is this a budgeted item?: No

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE #1499 TO RATIFY, CONFIRM, AND ESTABLISH TRAFFIC CONTROL SIGNS AND DEVICES WITHIN THE CITY OF AUBURN.

BE IT ORDAINED by the City Council of the City of Auburn, Alabama, as follows:

Section 1. That the following traffic control devices and signs are hereby ratified, confirmed and established within the City of Auburn at locations as designated on that certain map or plat identified and attached hereto and made a part of reference:

The existing "No Parking" zones on Reese Avenue and Marion Circle are hereby extended to the following areas: 206 and 208 Reese Avenue as well as 211 Marion Circle (See Exhibit A).

Section 2. Should any section, provision, or part of this Ordinance be declared to be unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other section, provision or part thereof.

Section 3. All ordinances or parts of ordinances in all sections of the Code of the City of Auburn in conflict herewith, are to the extent of such conflict, hereby repealed.

Section 4. This Ordinance shall be effective upon its passage but shall nevertheless be published as required by law.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

Reese Ave / Gay St / Marion Cir

No Parking Zones
Exhibit A

AUBURN



Existing No Parking

Proposed No Parking

N

0 25 50 100
Feet
1 Inch = 103 Feet

Engineering Services
05/26/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Agenda Item Summary

Item No. 10 a 1

Council Meeting Date	July 7, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:

Kadre Engineering, LLC
Lee Tharp
404 Opelika Road, Suite A
Auburn, AL 36830

Description of item under consideration

Shug Jordan Residential Conditional Use (CU-2026-043). Conditional use approval for a performance residential use (multiple-unit development). The subject property is located at 1256 Shug Jordan Parkway in the Redevelopment District (RDD) zoning district.

The Planning Commission recommended approval of this request by a vote of 9-0 at its June 11, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of the conditional use request.

Why is Council action needed?

Section 803 of the Zoning Ordinance provides that City Council shall either approve or disapprove the conditional use application and shall establish the specific conditions under which the application is approved.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Conditional Use
Case CU-2026-043
1256 Shug Jordan Residential

Meeting Date: June 11, 2026

Applicant: Lee Tharp, Kadre Engineering

Request: Conditional use approval for a performance residential use (12-unit multiple-unit development)

Zoning Ordinance Requires: Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question.

Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property.

Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Location: 1256 Shug Jordan Parkway

Discussion: The applicant is proposing to construct a 12-unit multiple-unit development with a total of 29 beds.

Reviewed by: Amber English, Planner

Current Zoning: Redevelopment District (RDD)

Surrounding Zoning:

Direction	Zoning	Land Use
North	RDD	Vacant
South	RDD	Auburn Church of God by Faith
East	RDD	Single-family residential (Piper Glen, Phase 1 and Alberta Street Subdivision)
West (across Shug Jordan Parkway)	CDD	Multiple-unit development

Property Description: The property is approximately 0.77 acres in size and has frontage on Richland Road, Judd Avenue, and Alberta Street. The property is in a redeveloping area. A 16-unit cottage housing development has been constructed on Judd Avenue southeast of the subject property. A mixed-use project consisting of 10 townhouse-style units and 4,725 square feet of commercial space is being developed along Richland Road south of the subject property.

Previous Action Related to this Site:

Date	Action
June 1, 1960	The subject property was annexed into the City limits (Ordinance No. 386).
1979	A single-family home was constructed on the property.

Greenway/Greenspace & Bike Plan Facilities Impact: None.

Major Street Plan Impact: None.

Land Use Plan Designation: The Future Land Use Map in the City of Auburn's CompPlan 2030 designates the property as Neighborhood Preservation. This designation is for existing neighborhoods. While Neighborhood Preservation priorities that existing density and housing types should be retained, the property is zoned Redevelopment District (RDD) which is intended to promote the renewal of transitional areas of the City of Auburn that have undergone extensive changes in land use type and density/intensity.

Analysis:
Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

The applicant has proposed a multiple-unit development consisting of 12 units distributed among five buildings. The proposed residential density is permitted by the zoning district. The RDD zoning district allows a maximum density of 16 dwelling units per acre (du/ac). The plan provides a density of 15.58 du/ac.

The RDD zoning district provides regulations for redevelopment of an urban character. A large array of uses is possible in the RDD zone, and the ordinance provides standards for minimizing or buffering potential nuisances between uses. The proposed residential use appears consistent with the intent language of the RDD zoning district. The requested multiple-unit development does not entirely align with the property's future land use designation of Neighborhood Preservation. However, all residential uses in this area of the RDD zoning district (except for single-family detached and ADDUs) require conditional use approval, which allows the Planning Commission and City Council to determine the appropriateness of any requested use on the subject property.

B. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

The proposed residential density is permitted by the zoning district. The property is located in an area where redevelopment has been occurring over the past several years. Staff does not foresee any adverse effect on adjacent properties by the proposed development.

C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness, and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

Utilities are available in this area. The project should not pose any undue burden on any public systems. Standard development review and the satisfaction of Engineering, Inspection Services, Planning, and Water Resource Management departments will be required prior to any construction

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

There are no staff recommended conditions of approval.

Below is the site information that is shown on the submitted site plan titled "1256 Shug Jordan Residential."

SITE INFORMATION

ZONING: REDEVELOPMENT DISTRICT (RDD) (0.77 AC.)

RESIDENTIAL DENSITY:
- MAX ALLOWED: 16.00 DU/AC
- PROVIDED: 15.58 DU/AC

UNIT COUNT:
- MUD: 12
- 29 TOTAL BEDS

PARKING COUNT: 32
-- REQUIRED: 29 (BEDS X 1.1)
-- PROVIDED: 32

IMPERVIOUS SURFACE RATIO (ISR):
-- MAX ALLOWED: 0.80
-- MAX PROPOSED: 0.80

FLOOR AREA RATIO (FAR):
- MAX ALLOWED: 0.75
- MAX PROPOSED: 0.75

MAX. BUILDING HEIGHT ALLOWED: 35'
PROPOSED BUILDING HEIGHT: 15'

SETBACKS: ANGLE OF LIGHT FACTOR 1.0

BUFFER YARDS: 15'

General Staff Comments:

Planning:

1. *A formal site plan review will be conducted as part of the city's administrative development review process (DRT). Compliance with development standards will be reviewed at that time.*
2. *The project is subject to special development standards listed in Section 408.02.C. These development standards must be met in addition to any other conditions of approval placed on the conditional use request.*
3. *A landscape plan is required.*

Engineering:

1. *An engineering certification has been submitted.*
2. *There are no engineering concerns with this request.*

Water Resource Management:

1. *The Water Works Board of the City of Auburn can provide water service to this area.*
2. *The City of Auburn can provide sanitary sewer service to this area.*
3. *Property is located in the Saugahatchee Creek Watershed.*
4. *WRM has no issues with this conditional use.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	1256 Shug Jordan Residential (Case CU-2026-043)
Subject:	Recommendation to City Council for conditional use approval for a performance residential use (multiple-unit development)
Location:	1256 Shug Jordan Parkway
Applicant:	Lee Tharp, Kadre Engineering, LLC
Property Zoned:	Redevelopment District (RDD)

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a performance residential use (multiple-unit development), marked "Received" May 19, 2026, Auburn Planning Commission Case CU-2026-043, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held June 11, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 11th day of June 2026.



Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. _____

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs erected on the property in question, announcing the public hearing, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for a performance residential use (multiple-unit development) to be located at 1256 Shug Jordan Parkway, as shown in Planning Commission Resolution CU-2026-043, dated June 11, 2026, is hereby approved.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

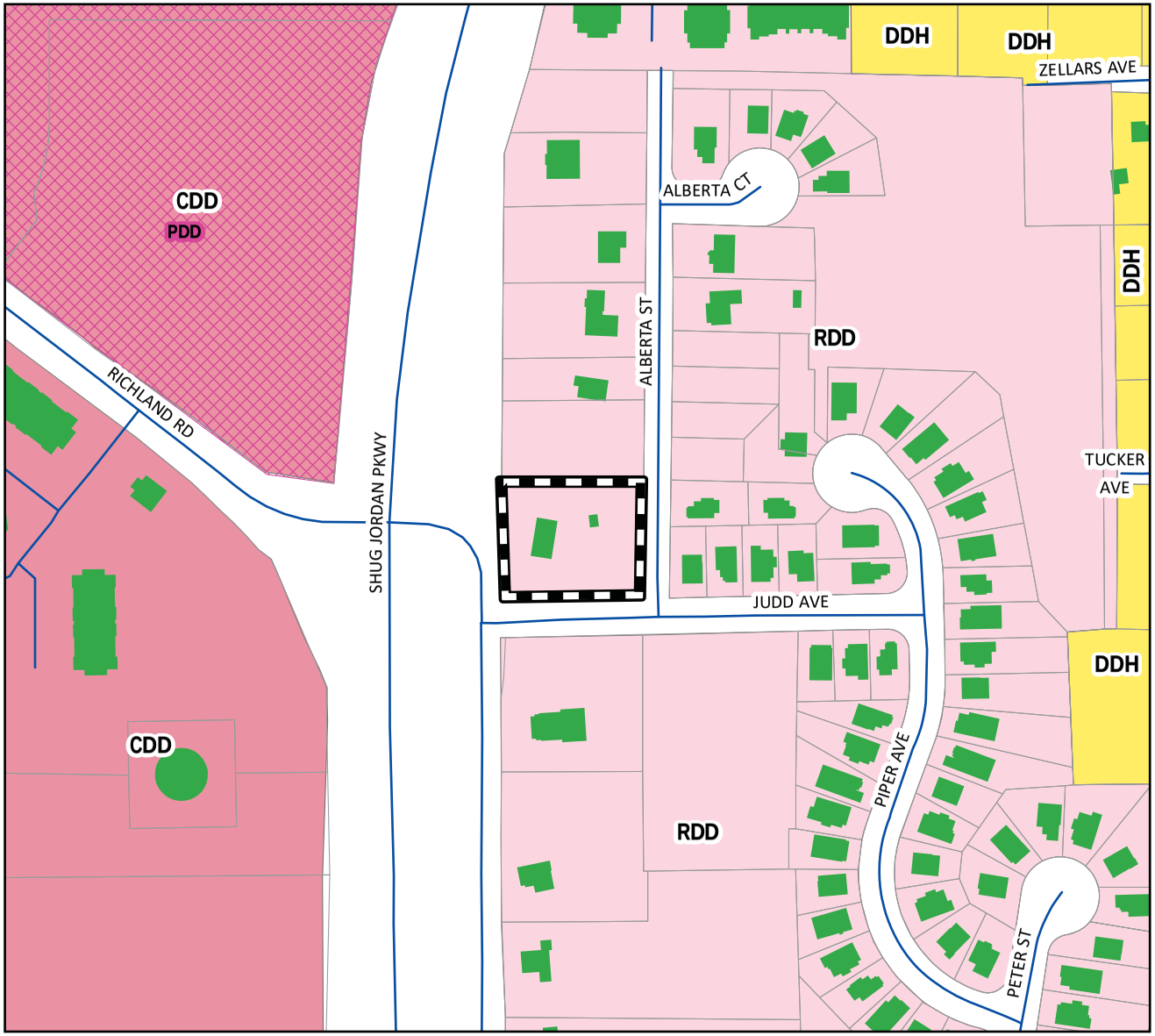
ATTEST:

_____
City Manager

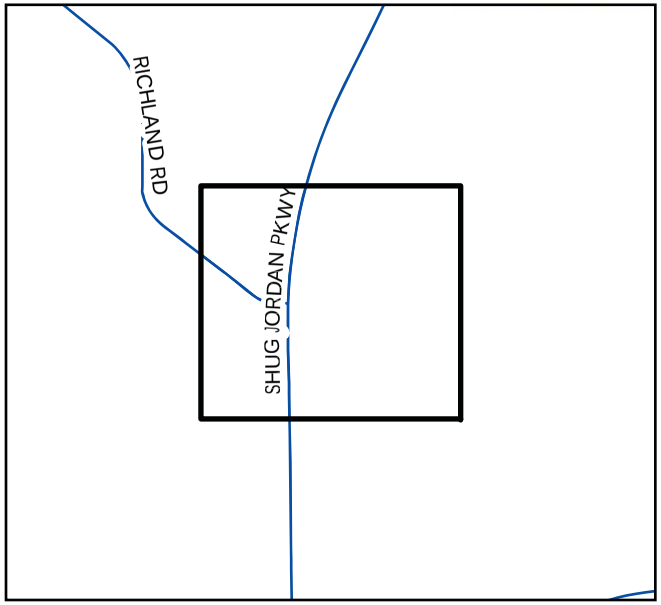
Shug Jordan Residential

Conditional Use Request

Case # CU-2026-043



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **June 11, 2026** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Amber English** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 90 180 360

Feet

1 inch equals 473 feet

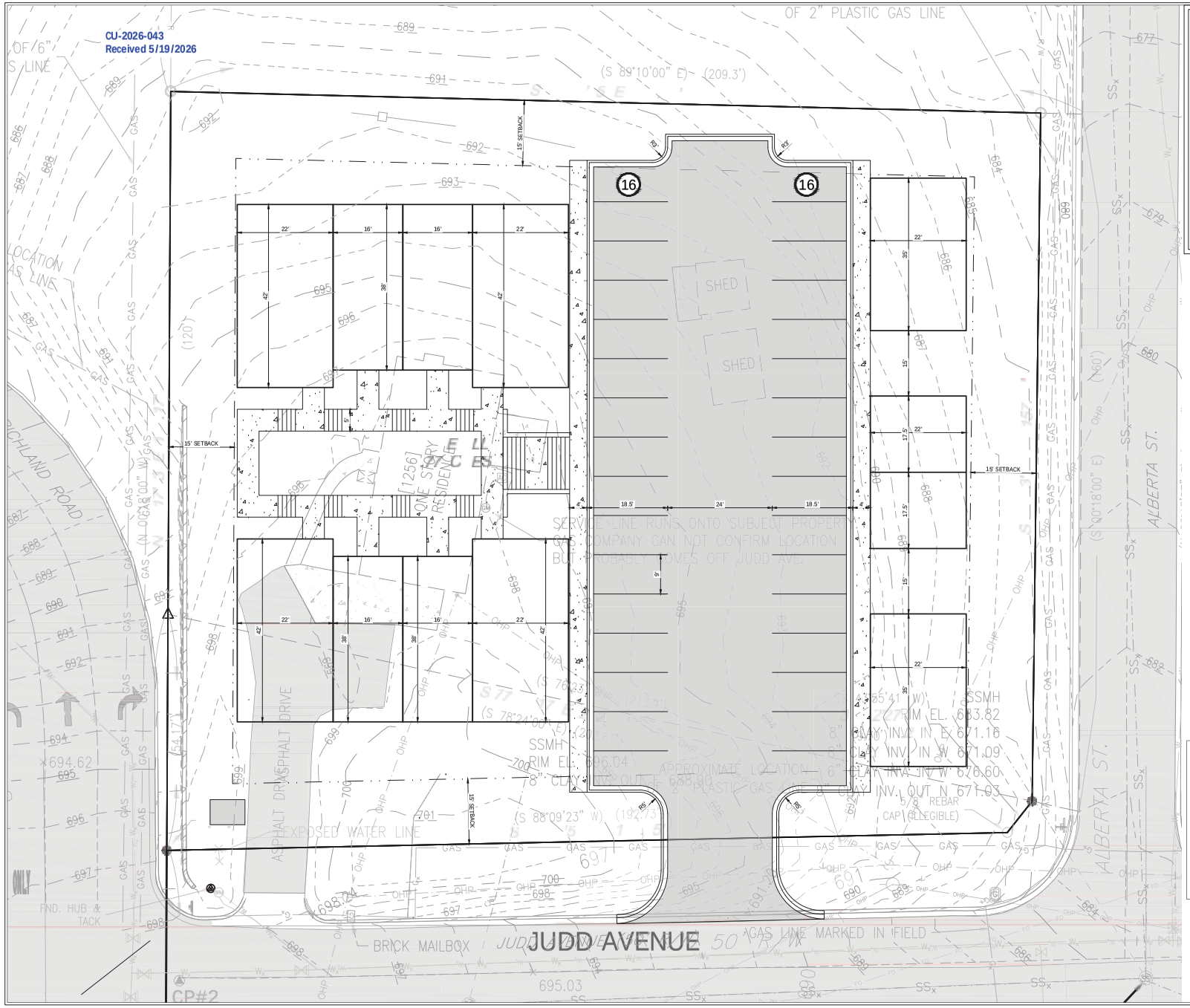
The applicant is seeking conditional use approval for a performance residential use (12-unit multiple unit development) to be located at 1256 Shug Jordan Parkway in the Redevelopment District (RDD) zoning district.

N

Planning Dept.

06/03/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.



SITE INFORMATION

ZONING: REDEVELOPMENT DISTRICT (RDD) (0.77 AC.)

RESIDENTIAL DENSITY:
- MAX ALLOWED: 16.00 DU/AC
- PROVIDED: 15.58 DU/AC

UNIT COUNT:
- MUD: 12
- 29 TOTAL BEDS

PARKING COUNT: 32
- -- REQUIRED: 29 (BEDS X 1.1)
- -- PROVIDED: 32

IMPERVIOUS SURFACE RATIO (ISR):
- -- MAX ALLOWED: 0.80
- -- MAX PROPOSED: 0.80

FLOOR AREA RATIO (FAR):
- MAX ALLOWED: 0.75
- MAX PROPOSED: 0.75

MAX. BUILDING HEIGHT ALLOWED: 35'
PROPOSED BUILDING HEIGHT: 15'

SETBACKS: ANGLE OF LIGHT FACTOR 1.0

BUFFER YARDS: 15'

LEGEND

- CONCRETE SIDEWALK
- ASPHALT PAVEMENT
- BUILDING SETBACK
- (#) PARKING COUNT

0 10 20
SCALE: 1"=10'

PRELIMINARY NOT FOR CONSTRUCTION

KADRE ENGINEERING
BIRMINGHAM • AUBURN • ORANGE BEACH

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No.	Revision	Date
-	-	00/00/00

1256 Shug Jordan Residential
Parmer Development
Auburn, AL

SHEET TITLE: RESIDENTIAL CONCEPT

DRAWN BY: CAT
CHECKED BY: CLT
DATE: 05/19/2026
PROJECT NUMBER: 24130
SCALE: SEE PLAN
SHEET NUMBER: C1.0

Agenda Item Summary

Item No. 10 a 2

Council Meeting Date	July 7, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:

Kadre Engineering, LLC for applicant
Lee Tharpe
404 Opelika Road, Suite A
Auburn, AL 36830

Description of item under consideration

Collegiate Condotel Conditional Use (CU-2026-024). Conditional use approval for a commercial and entertainment use (condotel). The subject property is located at 211 South Gay Street in the Urban Core (UC) zoning district. The Planning Commission recommended approval with conditions of this request by a vote of 8-1 at its June 11, 2026, meeting. The recommended conditions are that access to guest rooms shall be restricted exclusively to interior corridors, no full-time residency shall be permitted, a functional entrance shall be provided on the first floor of the condotel fronting South Gay Street, and any request for reduced parking must be submitted in writing. The attached Planning Commission staff report provides a detailed analysis of the conditional use request.

This item was postponed during the June 16, 2026, City Council Meeting. The parcel located at 211 South Gay Street is designated as a location for off-site parking to accommodate guests visiting the Collegiate Hotel located at 205 South Gay Street such that approval of the condotel at 211 South Gay Street would create a non-conforming use at 205 South Gay Street. To alleviate those concerns, the owner of the Collegiate Hotel has submitted parking agreements for off-site parking in alternate locations that are being considered by the Planning Director in accordance with the Zoning Ordinance.

Why is Council action needed?

Section 803.02 of the Zoning Ordinance provides that City Council shall either approve or disapprove the condtional use application.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Conditional Use
Case CU-2026-024
Collegiate Condotel

Meeting Date:	June 11, 2026
Applicant:	Lee Tharp, Kadre Engineering
Request:	Conditional use approval for a commercial and entertainment use (condotel)
Zoning Ordinance Requires:	Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question. Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property. Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.
Location:	211 South Gay Street
Discussion:	The applicant is proposing to construct an 11-unit condotel within the Urban Core zoning district.
Reviewed by:	Reid Bearden, Planner
Recommended Condition(s) of Approval:	Planning: o Access to guest rooms shall be restricted exclusively to interior corridors, which shall be accessed via the main lobby of the building or entryways. o No full-time residency shall be permitted. This should be written into the bylaws of the condo association, and a copy should be provided to the Planning Department. o A functional entrance shall be provided on the first floor fronting South Gay Street. o Any request to reduce parking requirements should be submitted in writing meeting the standards set forth in Section 513.04 of the Zoning Ordinance.
Current Zoning:	Urban Core (UC)

Surrounding Zoning:

Direction	Zoning	Land Use
North	UC	Hotel
South	UC	Multiple Unit Development
East	UC	Multiple Unit Development
West	HD	University

Property Description: The property is approximately 9,148 square feet (0.21 acres) and fronts South Gay Street. The subject property is directly south of the development known as The Collegiate Hotel and currently is occupied by a single-family residence. This property also provides some of the required parking spaces for said hotel development.

Previous Action Related to this Site:

Date	Action
March 22, 2016	The City Council approved the Map Amendment, recommended by the Planning Commission, that expanded the Urban Core (UC) zoning district south, subsequently rezoning the subject property from University Services (US) to Urban Core (UC) (Ord. 2969).
May 12, 2017	The property to the north of the subject property received conditional use approval for a hotel (Res. 17-017 & 17-121). The subject property served as additional parking for the hotel in an effort to meet the minimum parking requirement. (PL-2017-00124 & PL-2017-00491).
May 2017	The development to the north received an administrative parking waiver to reduce the required parking from 50 spaces to 40 spaces.

Greenway/Greenspace & Bike Plan Facilities Impact: None.

Major Street Plan Impact: None.

Land Use Plan Designation: The Future Land Use Map in the City of Auburn's CompPlan 2030 designates the property as Urban Core. This designation is intended to serve as the retail, financial, service, historical, and religious focal point of Auburn. High-density residential uses and commercial as vertical mixed-uses are permitted. Private Dormitories are not permitted in the Urban Core. The average floor area ratio should be 5.0 but may be as high as 8.5.

Analysis:

Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

The applicant is proposing to construct an 11-unit condotel within the Urban Core (UC) zoning district. Condotels, or condominium hotels, are condominium projects where each unit is owned individually and are developed for short-term or transient occupancy and are not occupied as multi-family dwellings. A condotel is classified by the Zoning Ordinance as a non-residential commercial and entertainment use, which is conditional within the UC zone. The unit mix includes ten (10) 3-bedroom units, that occupy floors 1-5, and one (1) 4-bedroom unit that occupies the 5th floor. The structure will have a basement/garage

floor that provides guest parking, storage, mail services, and interior access to the units above. The total square footage of the building is 31,500 square feet, including the garage and covered porches. The typical heated and cooled square footage of the 3-bedroom units is 2,050 square feet while the 4-bedroom unit is 3,784 square feet.

Development within the Urban Core zoning district is dictated by Table 5-3 of the City of Auburn Zoning Ordinance. The maximum floor area ratio (FAR) for this zoning district is 8.5. The current plan shows roughly 26,860 sqft of heated/cooled floor area, resulting in an FAR of 2.93, well under the maximum. The maximum height for structures in this district is 75 feet. Because the site slopes, height is measured from the highest point on grade, this occurs on the South Gay Street side of the property. From this point the plans propose an 82'-9" structure, the Zoning Ordinance allows for an additional 4-6 feet of height for a decorative parapet.

Additionally, the minimum ground story height for any non-residential use shall be 18 feet, the applicant is proposing a 15' ground story height which would require a waiver from the Planning Commission. The Downtown Design Review Committee (DDRC) met on June 2, 2026 to evaluate this development and provide recommendation on the requested ground story height waiver. The DDRC was amenable to the waiver and is in favor of its approval. Further, the committee discussed the design, materials, and landscaping of the structure. Members of the committee made suggestions regarding external lighting, access to ground floor units, and the landscaping to the north side of the structure. Out of this conversation the DDRC made the decision to meet again to review the re-design during the city's administrative development review process (DRT).

A site plan for this project will be reviewed administratively to ensure compliance with setbacks, bufferyards, parking, and other development standards.

B. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

This development has frontage along South Gay Street; however, vehicular access to the condotel will be taken from East Thach. The development, in conjunction with the pre-existing hotel to the north, will offer valet services using the driveway located at 205 South Gay Street (The Collegiate Hotel).

Condotels are parked at two (2) spaces for 2–3-bedroom units, and three (3) spaces for 4 or more-bedroom units. This development is proposing ten (10) 3-bedroom units and one (1) 4-bedroom unit requiring a total of 23 parking spaces. The site plan, for the condotel, currently shows 20 fully-stacked parking spaces with a note that 3 spaces are being provided via an offsite lease. Consequentially, the adjoining hotel currently uses this lot to meet their required parking.

Previously, the hotel was approved for a waiver to reduce its off-street parking from 50 spaces to 40 spaces. The site plan provided with the hotel development had 19 parking spaces shown on the hotel's lot, with 21 parking spaces shown on the lot currently being proposed for a condotel. This brings the total count to 30 "on-site" parking spaces for the hotel with 10 off-site parking spaces being provided.

Bearing this in mind—and due to the nature of the development and the site—it is reasonable to contemplate the condotel parking in tandem with the existing hotel parking (Section 513.03, Shared Parking). Betwixt the two, a total of 63 parking spaces shall be provided (40 for the hotel, 23 for the condotel). As it stands, the site plan shows a total of 39 spaces, 24 shy of the requirement. Additionally, Section 513.03 states that the developments can only share up to 20% of the required parking. Any request to reduce parking requirements for non-residential uses shall be submitted in writing, meeting the standards set forth in Section 513.04 of the City of Auburn Zoning Ordinance.

C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness, and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

Utilities are available in this area. The project should not pose any undue burden on any public systems. Standard development review and the satisfaction of Engineering, Inspection Services, Planning, and Water Resource Management departments will be required prior to any construction

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

Site Information Table on submitted site plan:

Total Property Area	*0.21 Acres*	*Provided ISR*	*1.00*
Zoning	*Urban Core*	*Max Setback*	*10 feet*
Proposed Height	*75'*	*Provided Setback*	*<10 feet*
Max FAR	*8.5*	*Proposed Units*	*11 parking spaces*
Provided FAR	*8.5*	*Parking Required*	*23 parking spaces*
Max ISR	*1.00*	*Parking Provided*	*20 on site, 3 off-site*

Planning

1. *A formal site plan review will be conducted as part of the city's administrative development review process (DRT).*
2. *An updated site data table should be provided to accurately reflect what is being shown on the site plan.*
3. *Updated elevations, with material callouts, shall be provided during the DRT process.*
4. *A landscape plan should be provided as a part of the DRT submittal. This plan should be reflective of the conversation with DDRC and will be reviewed again by the committee.*
5. *The property is located on South Gay Street, an arterial road, so the structure needs to follow the standards set forth in Section 429 of the City of Auburn Zoning Ordinance, as well as any additional request made by the Downtown Design Review Committee.*

Engineering:

1. *An engineering certification has been submitted for this project.*
2. *A development agreement and/or other logistics agreements may be needed to construct this development. Additional comments will be provided during the Development Review Team process.*

Water Resource Management:

1. *Booster pumps are likely to be needed to provide adequate pressure to the upper floors of this development. Backflow protection meeting WRM Design and Construction Manual requirements will be required if booster pumps are utilized.*
2. *The Water Works Board of the City of Auburn can provide water service to this area.*
3. *New water and sewer services will be needed to serve this development. This will be evaluated and reviewed during DRT.*
4. *Property is located in the Town Creek Watershed.*
5. *The City of Auburn can provide sanitary sewer service to this area.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case: Collegiate Condotel (Case CU-2026-024)

Subject: Recommendation to City Council for conditional use approval for a commercial and entertainment use (condotel)

Location: 211 South Gay Street

Applicant: Lee Tharp, Kadre Engineering

Property Zoned: Urban Core (UC)

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a commercial and entertainment use (condotel) marked "Received" April 21, 2026, Auburn Planning Commission Case CU-2026-024, is hereby **APPROVED, subject to:**

- Access to guest rooms shall be restricted exclusively to interior corridors, which shall be accessed via the main lobby of the building or entryways.
- No full-time residency shall be permitted. This should be written into the bylaws of the condo association, and a copy provided to the Planning Department.
- A functional entrance shall be provided on the first floor fronting South Gay Street.
- Any request to reduce parking requirements must be submitted in writing in accordance with the standards set forth in Section 513.04 of the Zoning Ordinance.

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held June 11, 2026, and as same appears of record in the Official Minutes of said Commission.

*** CONTINUED NEXT PAGE ***

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 11th day of June 2026.



_____

Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. _____

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs erected on the property in question, announcing the public hearing, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for a commercial and entertainment use to be located at 211 South Gay Street, as shown in Planning Commission Resolution CU-2026-024, dated June 11, 2026, is hereby approved, with staff recommended conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

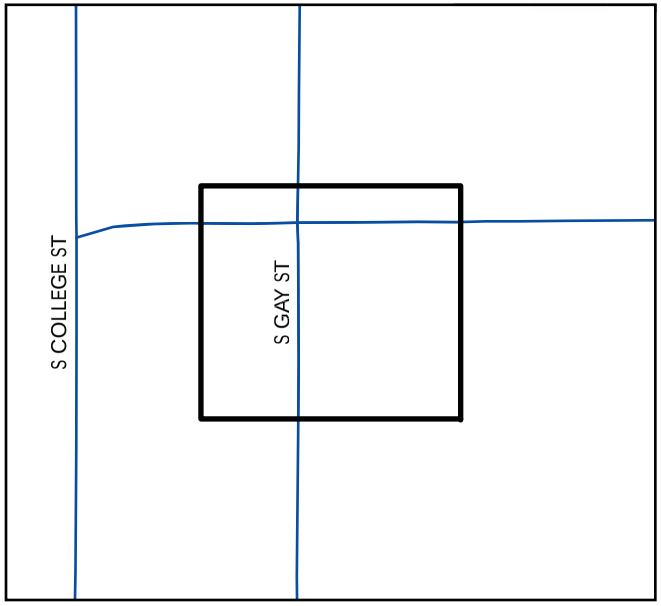
Collegiate Condotel

Conditional Use Request

Case # CU-2026-024



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **June 11, 2026** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Reid Bearden** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 35 70 140

Feet

1 inch equals 194 feet

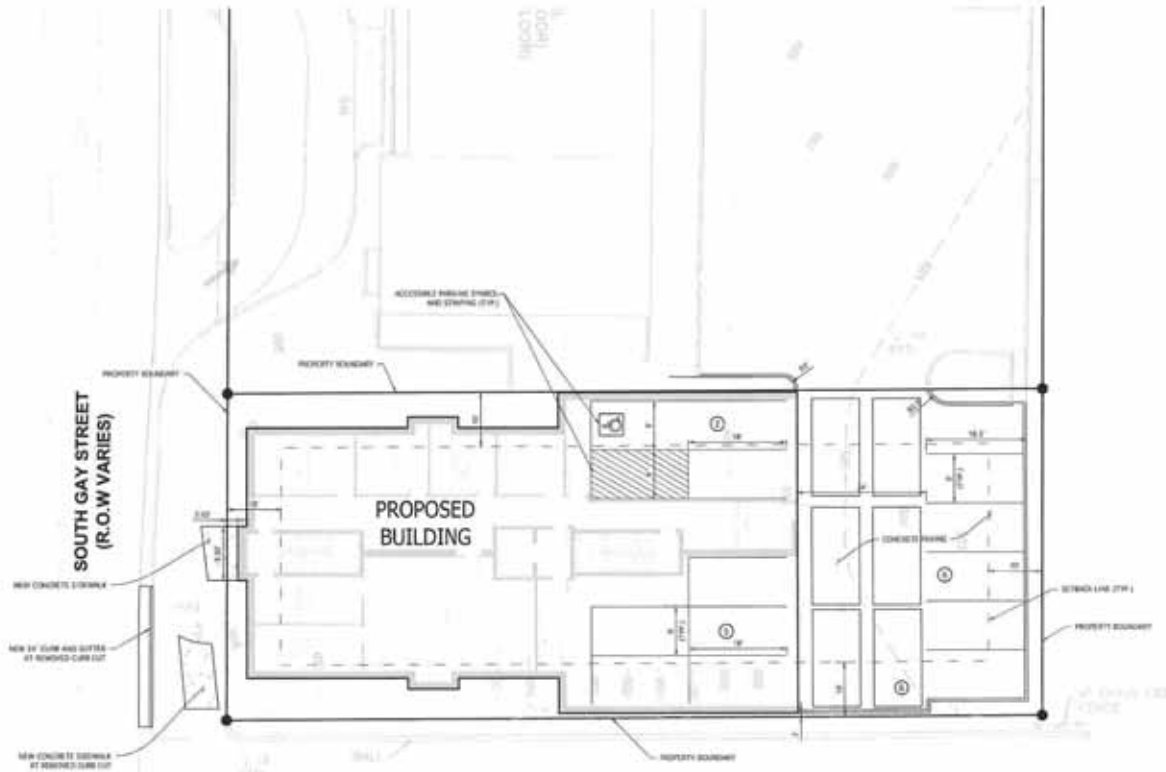
The applicant is seeking conditional use approval for a commercial and entertainment use (condotel) to be located at 211 South Gay Street in the Urban Core zoning district.

N

Planning Dept.

04/28/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.



SITE INFORMATION

TOTAL PROPERTY AREA:	0.51 AC
ZONING:	URBAN CORE (UC)
PROPOSED BUILDING HEIGHT:	75'
MAX FAR:	8.0
MAX PROVIDED FAR:	6.0
MAX LSR:	1.00
MAX PROVIDED LSR:	1.00
SETBACK MIN:	10'
SETBACK PROVIDED:	+ 10'
PROPOSED # OF CONDOTEL UNITS:	91 UNITS (10 - 3 BED UNITS, 1 - 4 BED UNIT)
PARKING REQUIRED:	33 SPACES (2 PER 3 BED, 3 PER 4 BED)
PARKING PROVIDED:	39 ON SITE, 3 VIA OFFSITE LEASE
COLLEGIATE HOTEL PARKING REQUIRED:	40
PROVIDED:	18 ON SITE, 21 VIA OFFSITE LEASE

RECEIVED

DATE 4/21/2026

CASE NO CU-2026-024

DEPARTMENT OF PLANNING

GENERAL NOTES:
1. ALL PARKING ON SITE WILL BE HANDLED VIA VALET SERVICE IN CONJUNCTION WITH THE COLLEGIATE HOTEL.

LEGEND

- CONCRETE PAVING
- CONCRETE SIDEWALK
- PROPERTY BOUNDARY
- SETBACK LINE
- PARKING COUNT

N

SCALE: 1"=10'

PRELIMINARY NOT FOR CONSTRUCTION

KADRE ENGINEERING

BIRMINGHAM - AUBURN - ORANGE BEACH

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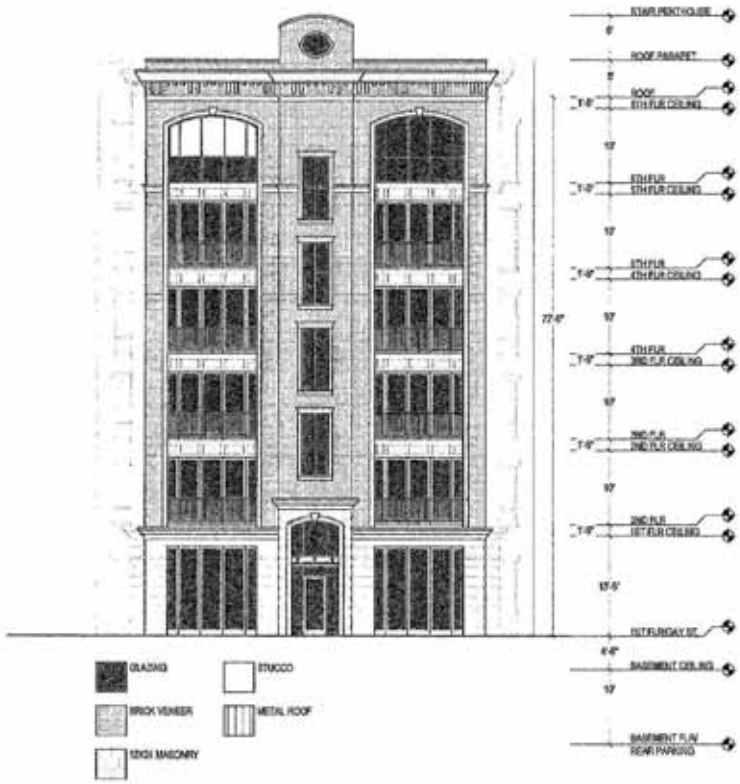
No.	Revision	Date
1	-	-

COLLEGIATE CONDOTEL

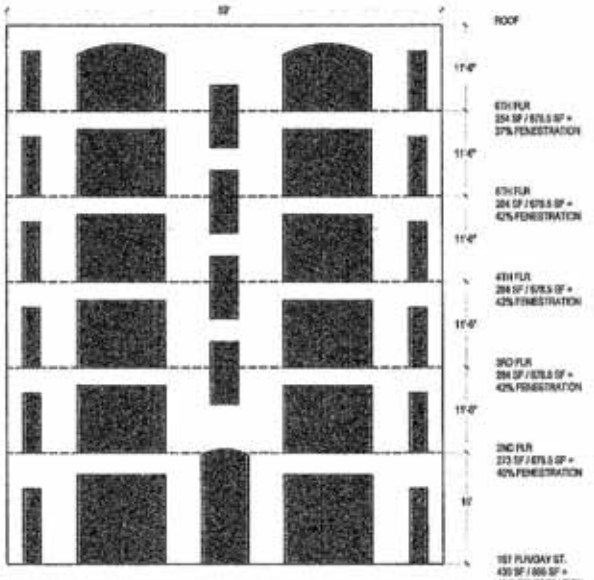
COLLEGIATE HOTEL
AUBURN, AL

SHEET TITLE:
SITE LAYOUT PLAN

DRAWN BY: CLT
CHECKED BY: CLT
DATE: 4/21/2026
PROJECT NUMBER: 25007
SCALE: 1" = 10'
SHEET NUMBER: C2.0



1 GAY STREET (WEST) ELEVATION
SCALE: 1/8" = 1'-0"



2 STREET ELEVATION FENESTRATION AREA DIAGRAM
SCALE: 1/8" = 1'-0"

RECEIVED
DATE 4/21/2026
CASE NO CU-2026-024
DEPARTMENT OF PLANNING

FOSHEE
ARCHITECTURE
21 S. COURT STREET
MONTGOMERY, AL 36104
(334)273-8733

Project #: 25-08
Design By: DJB & JHF
Project Date: 04-30-26
Revisions:

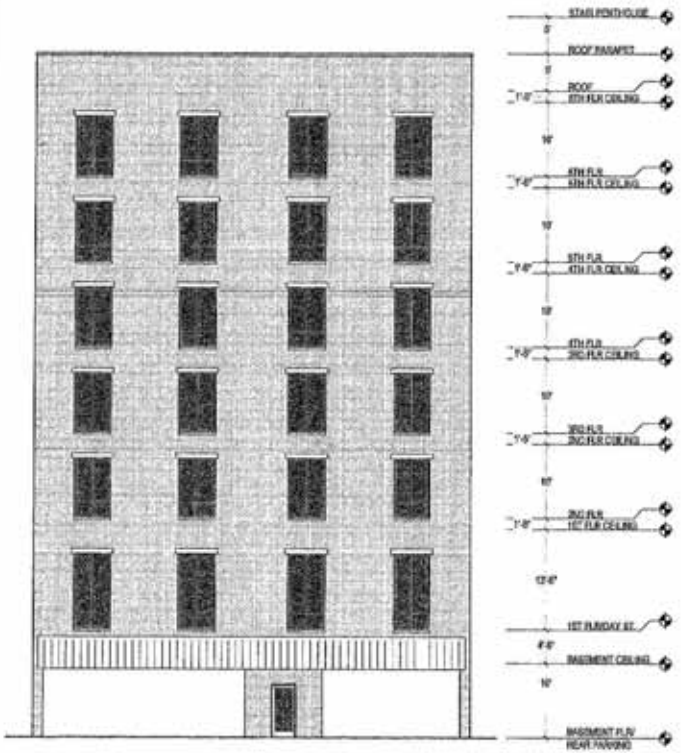
COLLEGIATE CONDOTEL
211 SOUTH GAY STREET
AUBURN, AL 36830

EXTERIOR ELEVATIONS

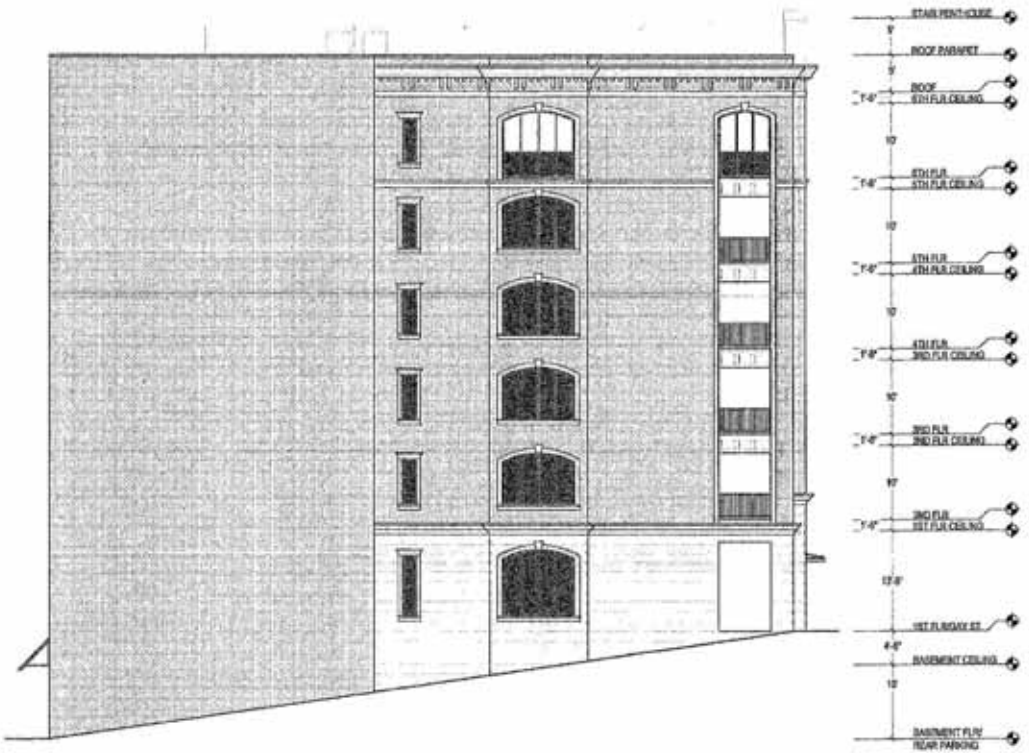
NOT FOR CONSTRUCTION
PRELIMINARY
NOT RELEASED FOR BID

A2.1
Sheet Number

RECEIVED
DATE 4/21/2026
CASE NO CU-2026-024
DEPARTMENT OF PLANNING



1 PARKING LOT (EAST) ELEVATION
SCALE: 1/8" = 1'-0"



2 COLLEGIATE HOTEL SIDE (NORTH) ELEVATION - SOUTH ELEVATION SIMILAR
SCALE: 1/8" = 1'-0"

FOSHEE
ARCHITECTURE
(334)273-5733

Project #
20-08

Design By
DJB & JHF

Project Date
04-30-26

Revisions

COLLEGIATE CONDOTEL
211 SOUTH GAY STREET
AUBURN, AL 36830

EXTERIOR ELEVATIONS

SET FOR CONSTRUCTION
- PRELIMINARY -
NOT RELEASED FOR CONSTRUCTION

A2.2
Sheet Number

RECEIVED
DATE 4/21/2026
CASE NO CU-2026-024
DEPARTMENT OF PLANNING



GAY STREET PEDESTRIAN RENDERING
(WEST AND NORTH ELEVATIONS)



GAY STREET AERIAL RENDERING
(WEST AND NORTH ELEVATIONS)



PARKING LOT PEDESTRIAN RENDERING
(EAST AND SOUTH ELEVATIONS)

NOTE! THE ADJACENT CHALETTE APARTMENTS PROPERTY TO THE SOUTH HAS A RETAINING WALL AND ELEVATED FINISHED GRADE RELATIVE TO THIS PROPERTY. THIS CONDITION IS PARTIALLY SHOWN HERE IN SECTION.

FOSHEE
ARCHITECTURE
(334)273-8733

Project # 26-06
Design By DJB & JHF
Project Date 04-30-26
Revisions

COLLEGIATE CONDOTEL
211 SOUTH GAY STREET
AUBURN, AL 36830

SCHEMATIC RENDERINGS

NOT FOR CONSTRUCTION
- PRELIMINARY -
RELEASED NOV 20

A1.0

Agenda Item Summary

Item No. 10 b

Council Meeting Date	July 7, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:

Broadview Properties, FLP
2100 Executive Park
Opelika, AL 36801

Description of item under consideration

Resolution assenting to the vacation of the following right of way and easements:

- Right of Way (PB 7, Page 112)
- 30’ Drainage Easement (PB 7, Page 112)
- 20’ Sanitary Sewer Easement (DB 2266, Page 36)
- Sanitary Sewer Easement and Drainage and Utility Easement (PB 7, Page 112)

All are located at the terminus of Cherokee Road. The resolution further authorizes the Mayor and City Manager to execute a Quitclaim Deed relinquishing the properties to Broadview Properties, FLP. As required by State law, notice of the public hearing was published in the local newspaper, and public notice was posted at the Lee County Courthouse.

These vacations of rights-of-way and easements are necessary for the development of the Cherokee Road Subdivision (as shown on the attached documents) for which new right-of-way will be dedicated to reflect the new street configuration for the subdivision. Also, new easements will be dedicated to accommodate relocated easements and infrastructure supporting the new development. Once approved, the documents executing the vacation of rights-of-way and easements on this parcel will not be signed and recorded until new right-of-way and easements are accepted at a future Council meeting.

Why is Council action needed?

Section 23-4-2 of the Code of Alabama requires City Council to approve a resolution assenting to the vacation. City Council action is needed to authorize the Mayor and City Manager to execute a quitclaim deed vacating the right of way and easements and relinquishing the properties to Broadview Properties, FLP.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has received a petition to vacate that certain right of way and easements described in the attached Petition for Vacation of the right of way and easements located at terminus of Cherokee Road in the Auburn city limits; and

WHEREAS, the petition is filed in accordance with the provisions of Section 23-4-20 of the Code of Alabama 1975 which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, all owners of land abutting the right of way and easements proposed to be vacated have joined in the petition to vacate said the right of way and easements; and

WHEREAS, the Petition for Vacation of the right of way and easements located at the terminus of Cherokee Road states that no property owner will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, a public hearing was conducted by the Auburn City Council on July 7, 2026, at which time all persons were given an opportunity to be heard in favor of or in opposition to the right of way and easements vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with Section 23-4-20 of the Code of Alabama 1975; and

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to vacate the right of way and easements described in the attached Petition for Vacation of the right of way and easements located at the terminus of Cherokee Road and that the right of way and easements should be returned to the abutting landowners.

NOW THEREFORE BE IT RESOLVED that the City of Auburn, Alabama, does hereby assent to the right of way and easements vacation as described in the attached Petition for Vacation of the right of way and easements located at the terminus of Cherokee Road.

BE IT FURTHER RESOLVED that the City of Auburn, Alabama, does hereby remise, release, quitclaim to the aforesaid parties whatever right, title and interest the City of Auburn may have acquired in the property by virtue of the dedication or the vacation of said property, or otherwise, and that Ron Anders, Jr., Mayor of the City of Auburn, is authorized to execute and deliver a Quitclaim Deed to the forenamed parties or persons carrying out the intention of this paragraph and the City Manager be and is hereby authorized and directed on behalf of the City of Auburn to attest the same.

BE IT FURTHER RESOLVED that the City Manager shall cause a copy of this resolution to be filed in the Probate Court of Lee County and shall further cause a copy of this resolution to be published once in a newspaper in Lee County no later than 14 days after its adoption.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

Project Number: 23-0101	Field By: CAJ	Field Date: 04/23/25	Drawn By: BES	Draw Date: 05/01/25	Reviewed By: JSH	Scale: 1"=60'

Road Vacate Survey for

CHEROKEE ROAD - SHELTON WOODS SUBDIVISION NO. 2

Section 19, Township 19 North, Range 26 East,
Auburn, Lee County, Alabama

I, Jeffrey S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

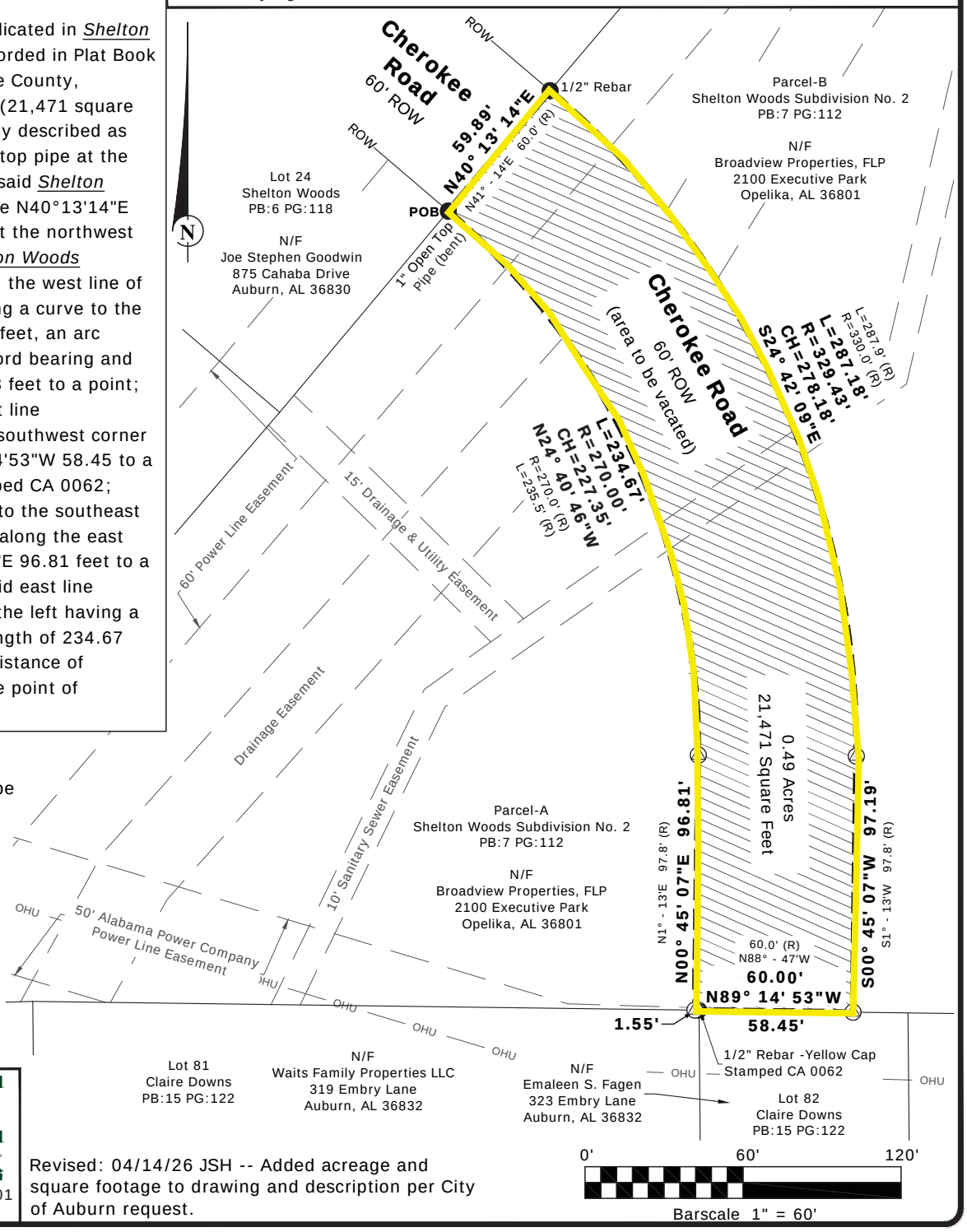
Jeffrey S. Ham, PLS
Alabama License No. 21775 Date: 04/14/26

DESCRIPTION OF AREA TO BE VACATED:

That part of Cherokee Road dedicated in *Shelton Woods Subdivision No. 2* as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.49 acres (21,471 square feet) and being more particularly described as follows: Begin at a 1 inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence N40°13'14"E 59.89 feet to a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence along the west line of said Parcel-B southeasterly along a curve to the right having a radius of 329.43 feet, an arc length of 287.18 feet, and a chord bearing and distance of S24°42'09"E 278.18 feet to a point; thence continue along said west line S00°45'07"W 97.19 feet to the southwest corner of said Parcel-B; thence N89°14'53"W 58.45 to a 1/2 inch rebar yellow cap stamped CA 0062; thence N89°14'53"W 1.55 feet to the southeast corner of said Parcel-A; thence along the east line of said Parcel-A N00°45'07"E 96.81 feet to a point; thence continue along said east line northwesterly along a curve to the left having a radius of 270.00 feet, an arc length of 234.67 feet, and a chord bearing and distance of N24°40'46"W 227.35 feet to the point of beginning.

SURVEY NOTES:

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey: *Shelton Woods Subdivision No. 2* as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
3. Flood Zone information for this tract was not researched this survey.
4. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
5. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
6. This survey becomes void if any alterations or changes are made by others.
7. This survey is not valid unless stamped with surveyor's seal.
8. This survey may not be altered or added to without permission from BSI Engineering Surveying, Inc.



LEGEND

●	Iron Pin Found and Type
△	Calculated Point
(R)	Record Distance or Bearing
POB	Point of Beginning
N/F	Now or Formerly
ROW	Right-of-Way
PB:	Plat Book
PG:	Page

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334-745-7026

Revised: 04/14/26 JSH -- Added acreage and square footage to drawing and description per City of Auburn request.

Project Number: 23-0101	Field By: CAJ	Field Date: 04/23/25	Drawn By: JFW	Draw Date: 12/03/25	Reviewed By: JSH	Scale: 1"=80'

Easement Vacate Survey for

DRAINAGE EASEMENT - SHELTON WOODS SUBDIVISION NO. 2

Section 19, Township 19 North, Range 26 East,
Auburn, Lee County, Alabama

I, Jeffrey S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jeffrey S. Ham, PLS
Alabama License No. 21775 Date: 04/13/26

ALABAMA LICENSED No. 21775 PROFESSIONAL LAND SURVEYOR JEFFREY S. HAM

SURVEY NOTES:

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey: Shelton Woods Subdivision No. 2 as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
3. Flood Zone information for this tract was not researched this survey.
4. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
5. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
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8. This survey may not be altered or added to without permission from BSI Engineering Surveying, Inc.

Revised: 04/13/26 JSH -- Added acreage and square footage to drawing and description per City of Auburn request.

Sheet 1 of 2

80' 0' 80'
Barscale 1" = 80'

LEGEND

- ● Iron Pin Found and Type
- △ Calculated Point
- (R) Record Distance or Bearing
- POB Point of Beginning
- N/F Now or Formerly
- ROW Right-of-Way
- PB: Plat Book
- PG: Page

N40° 21' 06"E 24.83'
1/2"Rebar
N40° 21' 06"E 53.41'
Lot 65 Shelton Woods Subdivision No. 2 PB:7 PG:112
N/F John & Susan L. Cochran 878 Cherokee Road Auburn, AL 36830
N41° - 14'E (R)
180.02'
N40° 21' 06"E
N06° 10' 49"E 86.61'
137.65'
S06° 10' 49"W
Lot 66 Shelton Woods Subdivision No. 2 PB:7 PG:112
L=66.21'
R=329.43'
CH=66.10'
S43° 55' 05"E
ROW
Cherokee Road
60' ROW
ROW
1/2" Rebar
POC
N41° - 14'E 60.0' (R)
N40° 13' 14"E 59.89'
Lot 24 Shelton Woods Subdivision PB:6 PG:118
POC
L=66.11'
R=270.00'
CH=65.94'
S42° 33' 51"E
1" Open Top Pipe (bent)
POB
116.23'
N31° 52' 47"E
30' Drainage Easement (7,134 square feet) 0.16 acres
S31° 52' 47"W 135.68'
POB
L=32.55'
R=329.43' 330.0' (R)
CH=32.54'
N35° 19' 45"W
L=31.20'
R=270.00' 270.0' (R)
CH=31.18'
S32° 14' 22"E
15' Drainage & Utility Easement
N41° 55' 18"E 262.12'
30' Drainage Easement 0.21 acres (9,330 square feet)
S41° 55' 18"W 250.08'
Parcel-B Shelton Woods Subdivision No. 2 PB:7 PG:112
N/F Broadview Properties, FLP 2100 Executive Park Opelika, AL 36801
Lot 1 Corrective Plat for College Oaks Condominiums, Phase 2 Condo Plat:4 PG:163
N/F College Oaks Condominium Association 1293 N. Dean Road Auburn, AL 36830
Parcel-A Shelton Woods Subdivision No. 2 PB:7 PG:112
N/F Broadview Properties, FLP 2100 Executive Park Opelika, AL 36801
10' Sanitary Sewer Easement
Cherokee Road 60' ROW (area to be vacated)
64.39'
N28° 29' 19"E
S28° 29' 19"W 44.91'
50' Alabama Power Company Power Line Easement
OHU
1" Open Top Pipe (bent)
N88° - 47'W (R)
N89° 14' 53"W 30.52'
S88° 15' 25"W 3.46'
N88° - 47'W (R)
Lot 81 Claire Downs PB:15 PG:122
N/F Waits Family Properties LLC 2592 Weston Street Auburn, AL 36832

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334-745-7026

Project Number: 23-0101	Field By: CAJ	Field Date: 04/23/25	Drawn By: JFW	Draw Date: 12/03/25	Reviewed By: JSH	Scale: 1"=80'

Easement Vacate Survey for

DRAINAGE EASEMENT - SHELTON WOODS SUBDIVISION NO. 2

Section 19, Township 19 North, Range 26 East,
Auburn, Lee County, Alabama

I, Jeffrey S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jeffrey S. Ham, PLS
Alabama License No. 21775 Date: 04/13/26

SURVEY NOTES:

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey: *Shelton Woods Subdivision No. 2* as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
3. Flood Zone information for this tract was not researched this survey.
4. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
5. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
6. This survey becomes void if any alterations or changes are made by others.
7. This survey is not valid unless stamped with surveyor's seal.
8. This survey may not be altered or added to without permission from BSI Engineering Surveying, Inc.

ALABAMA LICENSED No. 21775 PROFESSIONAL LAND SURVEYOR JEFFREY S. HAM

Sheet 2 of 2

Revised: 04/13/26 JSH -- Added acreage and square footage to drawing and description per City of Auburn request.

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-A):

That part of 30 foot wide drainage easement as shown across Parcel-A of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.21 acres (9,330 square feet) and being more particularly described as follows: Commence at a one inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 66.11 feet, and a chord bearing and distance of S42°33'51"E 65.94 feet to the point of beginning of said easement; thence continue southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 31.20 feet, and a chord bearing and distance of S32°14'22"E 31.18 feet; thence leaving the east line of said Parcel-A S41°55'18"W 250.08 feet; thence S28°29'19"W 44.91 feet to the south line of said Parcel-A; thence along the south line of said Parcel-A N89°14'53"W 30.52 feet to a one inch open top pipe; thence along the south line of said Parcel-A S88°15'25"W 3.46 feet; thence leaving the south line of said Parcel-A N28°29'19"E 64.39 feet; thence N41°55'18"E 262.12 feet to the point of beginning.

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-B):

That part of 30 foot wide drainage easement as shown across Parcel-B of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.16 acres (7,134 square feet) and being more particularly described as follows: Commence at a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the west line of said Parcel-B and along a curve to the right having a radius of 329.43 feet, an arc length of 66.21 feet, and a chord bearing and distance of S43°55'05"E 66.10 feet to the point of beginning of said easement; thence leaving the west line of said Parcel-B N31°52'47"E 116.23 feet; thence N06°10'49"E 86.61 feet to the northwest line of said Parcel-B; thence along the northwest line of said Parcel-B N40°21'06"E 53.41feet; thence leaving the northwest line of said Parcel-B S06°10'49"W 137.65 feet; thence S31°52'47"W 135.68 feet to the west line of said Parcel-B; thence northwesterly along the west line of said Parcel-B and along a curve to the left having a radius of 329.43 feet, an arc length of 32.55 feet, and a chord bearing and distance of N35°19'45"W 32.54 feet to the point of beginning.

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223 S. 9th Street, Opelika, AL 36801
334-745-7026

Project Number: 23-0101	Field By: N/A	Field Date: N/A	Drawn By: JSH	Draw Date: 04/07/26	Reviewed By: JSH	Scale: 1"=80'

Exhibit - Easement Vacate for

SANITARY SEWER EASEMENT - DEED BOOK 2266, PAGE 36 SHELTON WOODS SUBDIVISION NO. 2

Section 19, Township 19 North, Range 26 East, Auburn, Lee County, Alabama

I, Jeffrey S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jeffrey S. Ham, PLS
Alabama License No. 21775 Date:04/20/26

EXHIBIT NOTES:

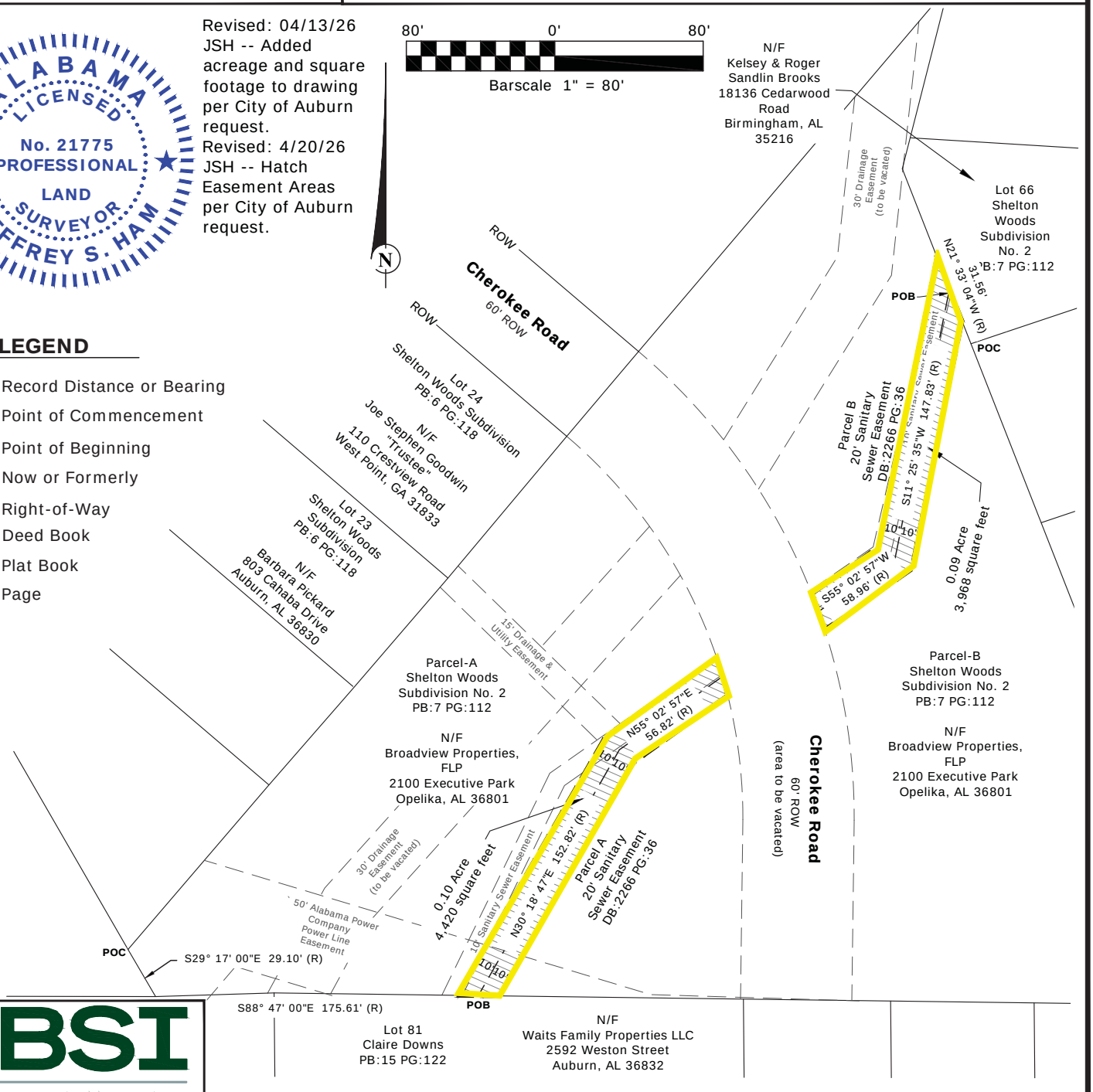
1. Exhibit North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Exhibit: Shelton Woods Subdivision No. 2 as recorded in Plat Book 7, Page 112, and Deed Book 2266, Page 36, Probate Office, Lee County, Alabama.
3. Flood Zone information for this tract was not researched this survey.
4. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
5. This exhibit was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
6. This exhibit becomes void if any alterations or changes are made by others.
7. This exhibit is not valid unless stamped with surveyor's seal.
8. This exhibit may not be altered or added to without permission from BSI Engineering Surveying, Inc.

ALABAMA LICENSED No. 21775 PROFESSIONAL LAND SURVEYOR JEFFREY S. HAM

Revised: 04/13/26 JSH -- Added acreage and square footage to drawing per City of Auburn request.
Revised: 4/20/26 JSH -- Hatch Easement Areas per City of Auburn request.

LEGEND

(R)	Record Distance or Bearing
POC	Point of Commencement
POB	Point of Beginning
N/F	Now or Formerly
ROW	Right-of-Way
DB:	Deed Book
PB:	Plat Book
PG:	Page



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223 S. 9th Street, Opelika, AL 36801
334-745-7026

Project Number: 23-0101	Field By: CAJ	Field Date: 04/23/25	Drawn By: JSH	Draw Date: 04/08/26	Reviewed By: JSH	Scale: 1"=80'

Easement Vacate Survey for

SANITARTY SEWER & DRAINAGE/UTILITY EASEMENTS - SHELTON WOODS SUBDIVISION NO. 2

Section 19, Township 19 North, Range 26 East,
Auburn, Lee County, Alabama

I, Jeffrey S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jeffrey S. Ham, PLS
Alabama License No. 21775 Date: 04/20/26

SURVEY NOTES:

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey: Shelton Woods Subdivision No. 2 as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
3. Flood Zone information for this tract was not researched this survey.
4. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
5. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
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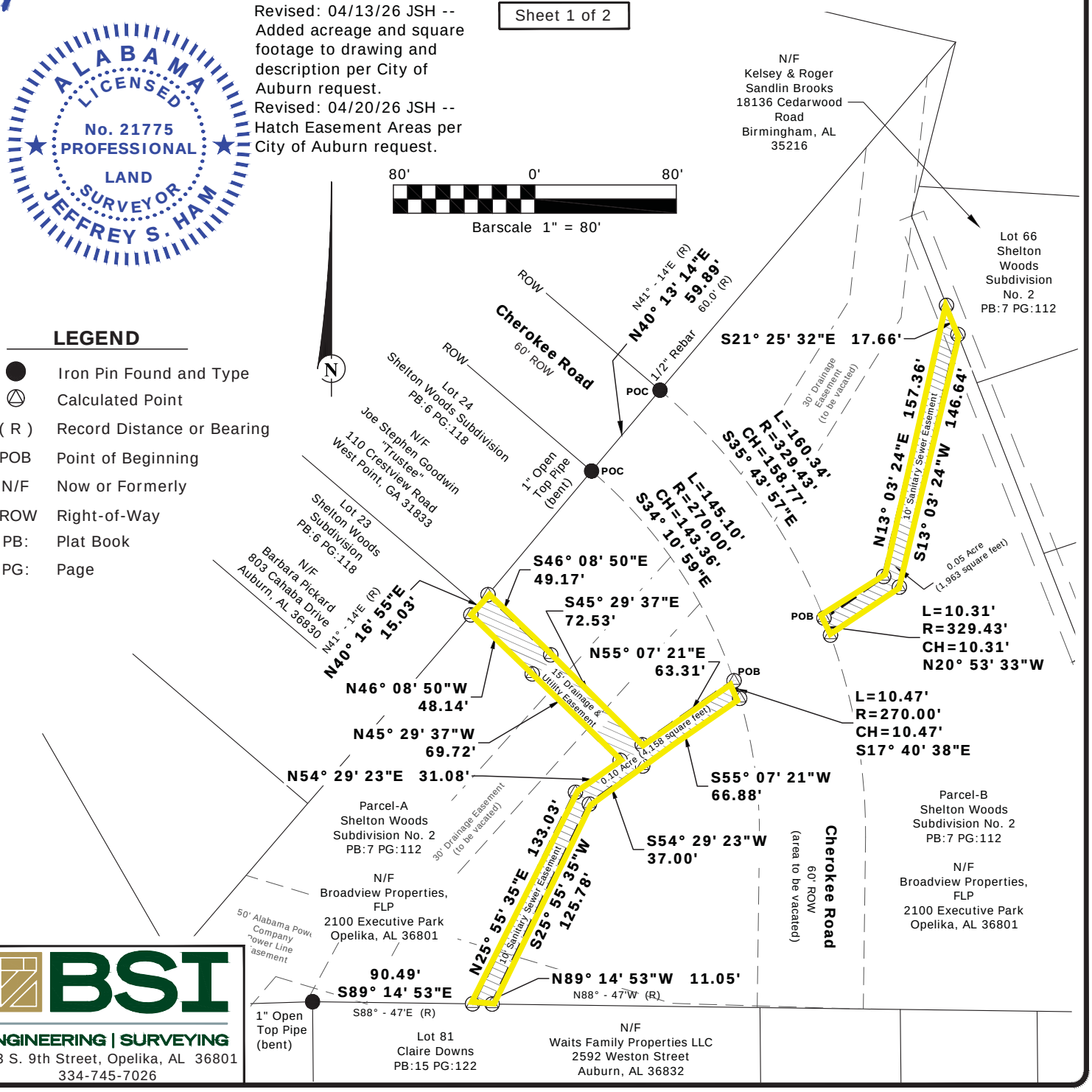
ALABAMA LICENSED No. 21775 PROFESSIONAL LAND SURVEYOR JEFFREY S. HAM

Revised: 04/13/26 JSH -- Added acreage and square footage to drawing and description per City of Auburn request.
Revised: 04/20/26 JSH -- Hatch Easement Areas per City of Auburn request.

Sheet 1 of 2



BSI ENGINEERING | SURVEYING
223 S. 9th Street, Opelika, AL 36801
334-745-7026

Project Number: 23-0101	Field By: CAJ	Field Date: 04/23/25	Drawn By: JSH	Draw Date: 04/08/26	Reviewed By: JSH	Scale: 1"=80'

Easement Vacate Survey for

DRAINAGE EASEMENT - SHELTON WOODS SUBDIVISION NO. 2

Section 19, Township 19 North, Range 26 East, Auburn, Lee County, Alabama

I, Jeffrey S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jeffrey S. Ham, PLS
Alabama License No. 21775 Date:04/20/26

ALABAMA LICENSED No. 21775 PROFESSIONAL LAND SURVEYOR JEFFREY S. HAM

SURVEY NOTES:

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey: *Shelton Woods Subdivision No. 2* as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
3. Flood Zone information for this tract was not researched this survey.
4. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
5. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
6. This survey becomes void if any alterations or changes are made by others.
7. This survey is not valid unless stamped with surveyor's seal.
8. This survey may not be altered or added to without permission from BSI Engineering Surveying, Inc.

Revised: 04/13/26 JSH -- Added acreage and square footage to drawing and description per City of Auburn request.
Revised: 04/20/26 JSH -- Hatch Easement Areas per City of Auburn request.

DESCRIPTION OF SANITARY SEWER AND DRAINAGE/UTILITY EASEMENT AREA TO BE VACATED (PARCEL-A) - SHELTON WOODS SUBDIVISION PLAT NO. 2, PLAT BOOK 7, PAGE 112

A sanitary sewer and drainage/utility easement as shown across Parcel-A of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.10 acre (4,158 square feet) and being more particularly described as follows: Commence at a one inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 145.10 feet, and a chord bearing and distance of S34°10'59"E 143.36 feet to the point of beginning of said easement; thence continue southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 10.47 feet, and a chord bearing and distance of S17°40'38"E 10.47 feet; thence leaving the east line of said Parcel-A S55°07'21"W 66.88 feet; thence S54°29'23"W 37.00 feet; thence S25°55'38"W 125.78 feet to the south line of said Parcel-A; thence along the south line of said Parcel-A N89°14'53"W 11.05 feet; thence leaving the south line of said Parcel-A N25°55'35"E 133.03 feet; thence N54°29'23"E 31.08 feet; thence N45°29'37"W 69.72 feet; thence N46°08'50"W 48.14 feet to the northwest line of said Parcel-A; thence along the northwest line of said Parcel-A N40°16'55"E 15.03 feet; thence leaving the northwest line of said Parcel-A S46°08'50"E 49.17 feet; S45°29'37"E 72.53 feet; thence N55°07'21"E 63.31 feet to the point of beginning.

SEWER EASEMENT AREA TO BE VACATED (PARCEL-B) -- SHELTON WOODS SUBDIVISION PLAT NO. 2, PLAT BOOK 7, PAGE 112

A sanitary sewer easement as shown across Parcel-B of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.05 acre (1,963 square feet) and being more particularly described as follows: Commence at a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the west line of said Parcel-B and along a curve to the right having a radius of 329.43 feet, an arc length of 160.34 feet, and a chord bearing and distance of S35°43'57"E 158.77 feet to the point of beginning of said easement; thence leaving the west line of said Parcel-B N55°07'21"E 41.13 feet; thence N13°03'24"E 157.36 feet to the east line of said Parcel-B; thence along the east line of said Parcel-B S21°25'32"E 17.66 feet; thence leaving the east line of said Parcel-B S13°03'24"W 146.64 feet; thence S55°07'21"W 47.47 feet to the west line of said Parcel-B; thence northwesterly along the west line of said Parcel-B and along a curve to the left having a radius of 329.43 feet, an arc length of 10.31 feet, and a chord bearing and distance of N20°53'33"W 10.31 feet to the point of beginning.

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223 S. 9th Street, Opelika, AL 36801
334-745-7026

STATE OF ALABAMA)
LEE COUNTY)

PETITION TO VACATE RIGHT OF WAY

To the City Engineer, the City Manager, Mayor, and City Council of the City of Auburn:

Comes now KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, (Petitioner) who represents as follows:

1. The Petitioner is the owner of property abutting a portion of Cherokee Road and it does by this written instrument, herby vacate the same in its entirety, said Right of Way being described as follows, to-wit:

A PORTION OF RIGHT OF WAY OF CHEROKEE ROAD

That part of Cherokee Road dedicated in *Shelton Woods Subdivision No. 2* as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.49 acres (21,471 square feet) and being more particularly described as follows: Begin at a 1 inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence N40°13'14"E 59.89 feet to a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence along the west line of said Parcel-B southeasterly along a curve to the right having a radius of 329.43 feet, an arc length of 287.18 feet, and a chord bearing and distance of S24°42'09"E 278.18 feet to a point; thence continue along said west line S00°45'07'W 97.19 feet to the southwest corner of said Parcel-B; thence N89°14'53"W 58.45 to a 1/2 inch rebar yellow cap stamped CA 0062; thence N89°14'53"W 1.55 feet to the southeast corner of said Parcel-A; thence along the east line of said Parcel-A N00°45'07"E 96.81 feet to a point; thence continue along said east line northwesterly along a curve to the left having a radius of 270.00 feet, an arc length of 234.67 feet, and a chord bearing and distance of N24°40'46"W 227.35 feet to the point of beginning.

2. The Petitioner desires to have vacated the above-described said Right of Way so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

Now, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described Right of Way and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Auburn, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be mete and proper in order to divest the public of all rights to use the same and convey to the Petitioner, all rights, title, claims and interest which the city has or may have in the Right of Way as above-described.

In Witness Whereof the Petitioner has hereunto set its hand on this the 30 day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: _____
Name: Kenneth G. Hood
Title: Managing Partner

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kenneth G. Hood of BROADVIEW PROPERTIES, FLP, an Alabama Partnership, whose name is signed to the foregoing Petition to Vacate Right of Way, who is known to me, acknowledged before me on this day that, being informed of the contents of this petition, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 30 day of April 2026.

_____
Notary Public, State of Alabama

My Commission Expires: 7-20-26

BARRETT SHIVER
MY COMMISSION EXPIRES
NOTARY PUBLIC
07-20-2026
ALABAMA STATE AT LARGE

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Right of Way of Cherokee Road, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described Right of Way in the City of Auburn, County of Lee, Alabama, described as follows:

A PORTION OF CHEROKEE ROAD ROW

That part of Cherokee Road dedicated in *Shelton Woods Subdivision No. 2* as recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.49 acres (21,471 square feet) and being more particularly described as follows: Begin at a 1 inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence N40°13'14"E 59.89 feet to a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence along the west line of said Parcel-B southeasterly along a curve to the right having a radius of 329.43 feet, an arc length of 287.18 feet, and a chord bearing and distance of S24°42'09"E 278.18 feet to a point; thence continue along said west line S00°45'07'W 97.19 feet to the southwest corner of said Parcel-B; thence N89°14'53"W 58.45 to a 1/2 inch rebar yellow cap stamped CA 0062; thence N89°14'53"W 1.55 feet to the southeast corner of said Parcel-A; thence along the east line of said Parcel-A N00°45'07"E 96.81 feet to a point; thence continue along said east line northwesterly along a curve to the left having a radius of 270.00 feet, an arc length of 234.67 feet, and a chord bearing and distance of N24°40'46"W 227.35 feet to the point of beginning.

This Vacation does not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 30 day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Right of Way Vacation, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 30 day of April, 2026.

Seal

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07-20-2026
ALABAMA STATE AT LARGE

Notary Public, State of Alabama

My Commission Expires: 7-20-26

STATE OF ALABAMA)
LEE COUNTY)

PETITION TO VACATE EASEMENTS

To the City Engineer, the City Manager, Mayor, and City Council of the City of Auburn:

Comes now KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, (Petitioner) who represents as follows:

1. The Petitioner is the owner of property abutting Sanitary Sewer and Drainage Easements in Shelton Woods Subdivision No. 2 and it does by this written instrument, herby vacate the same in its entirety, said Sanitary Sewer and Drainage Easements and being described as follows, to-wit:

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-A):

That part of 30 foot wide drainage easement as shown across Parcel-A of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.21 acres (9,330 square feet) and being more particularly described as follows: Commence at a one inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 66.11 feet, and a chord bearing and distance of S42°33'51"E 65.94 feet to the point of beginning of said easement; thence continue southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 31.20 feet, and a chord bearing and distance of S32°14'22"E 31.18 feet; thence leaving the east line of said Parcel-A S41°55'18"W 250.08 feet; thence S28°29'19"W 44.91 feet to the south line of said Parcel-A; thence along the south line of said Parcel-A N89°14'53"W 30.52 feet to a one inch open top pipe; thence along the south line of said Parcel-A S88°15'25"W 3.46 feet; thence leaving the south line of said Parcel-A N28°29'19"E 64.39 feet; thence N41°55'18"E 262.12 feet to the point of beginning.

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-B):

That part of 30 foot wide drainage easement as shown across Parcel-B of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.16 acres (7,134 square feet) and being more particularly described as follows: Commence at a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the west line of said Parcel-B and along a curve to the right having a radius of 329.43 feet, an arc length of 66.21 feet, and a chord bearing and distance of S43°55'05"E 66.10 feet to the point of beginning of said easement; thence leaving the west line of said Parcel-B N31°52'47"E 116.23 feet; thence N06°10'49"E 86.61 feet to the northwest line of said Parcel-B; thence along the northwest line of said Parcel-B N40°21'06"E 53.41feet; thence leaving the northwest line of said Parcel-B S06°10'49"W 137.65 feet; thence S31°52'47"W 135.68 feet to the west line of said Parcel-B; thence northwesterly along the west line of said Parcel-B and along a curve

to the left having a radius of 329.43 feet, an arc length of 32.55 feet, and a chord bearing and distance of N35°19'45"W 32.54 feet to the point of beginning.

2. The Petitioner desires to have vacated the above-described said Sanitary Sewer and Drainage Easements so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

Now, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described Sanitary Sewer and Drainage Easements and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Auburn, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be mete and proper in order to divest the public of all rights to use the same and convey to the Petitioner, all rights, title, claims and interest which the city has or may have in the Right of Way as above-described.

In Witness Whereof the Petitioner has hereunto set its hand on this the 14TH day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: _____

Name: Kenneth G. Hood
Title: Managing Partner

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kenneth G. Hood of BROADVIEW PROPERTIES, FLP, an Alabama Partnership, whose name is signed to the foregoing Petition to Vacate Sanitary Sewer and Drainage Easements, who is known to me, acknowledged before me on this day that, being informed of the contents of this petition, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April 2026.

_____
Notary Public, State of Alabama

My Commission Expires: 7-20-26

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07-20-2026
ALABAMA STATE AT LARGE

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Sanitary Sewer Easement in Shelton Woods Subdivision No. 2, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described easement in the City of Auburn, County of Lee, Alabama, described as follows:

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-A)

That part of 30 foot wide drainage easement as shown across Parcel-A of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.21 acres (9,330 square feet) and being more particularly described as follows: Commence at a one inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 66.11 feet, and a chord bearing and distance of S42°33'51"E 65.94 feet to the point of beginning of said easement; thence continue southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 31.20 feet, and a chord bearing and distance of S32°14'22"E 31.18 feet; thence leaving the east line of said Parcel-A S41°55'18"W 250.08 feet; thence S28°29'19"W 44.91 feet to the south line of said Parcel-A; thence along the south line of said Parcel-A N89°14'53"W 30.52 feet to a one inch open top pipe; thence along the south line of said Parcel-A S88°15'25"W 3.46 feet; thence leaving the south line of said Parcel-A N28°29'19"E 64.39 feet; thence N41°55'18"E 262.12 feet to the point of beginning.

These Vacations do not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14TH day of APRIL, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Sanitary Sewer and Drainage Easements Vacations, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April, 2026 .

Seal

BARRETT SHIVER
MY COMMISSION EXPIRES
NOTARY PUBLIC
07-20-2026
ALABAMA STATE AT LARGE

Notary Public, State of Alabama

My Commission Expires: 7-20-26

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Sanitary Sewer Easement in Shelton Woods Subdivision No. 2, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described easements in the City of Auburn, County of Lee, Alabama, described as follows:

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-B):

That part of 30 foot wide drainage easement as shown across Parcel-B of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.16 acres (7,134 square feet) and being more particularly described as follows: Commence at a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the west line of said Parcel-B and along a curve to the right having a radius of 329.43 feet, an arc length of 66.21 feet, and a chord bearing and distance of S43°55'05"E 66.10 feet to the point of beginning of said easement; thence leaving the west line of said Parcel-B N31°52'47"E 116.23 feet; thence N06°10'49"E 86.61 feet to the northwest line of said Parcel-B; thence along the northwest line of said Parcel-B N40°21'06"E 53.41feet; thence leaving the northwest line of said Parcel-B S06°10'49"W 137.65 feet; thence S31°52'47"W 135.68 feet to the west line of said Parcel-B; thence northwesterly along the west line of said Parcel-B and along a curve to the left having a radius of 329.43 feet, an arc length of 32.55 feet, and a chord bearing and distance of N35°19'45"W 32.54 feet to the point of beginning.

These Vacations do not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14TH day of APRIL, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Sanitary Sewer and Drainage Easements Vacations, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April, 2026 .

Seal

BARRETT SHIVER
MY COMMISSION EXPIRES
NOTARY PUBLIC
07-20-2026
ALABAMA STATE AT LARGE

Notary Public, State of Alabama

My Commission Expires: 7-20-26

STATE OF ALABAMA)
LEE COUNTY)

PETITION TO VACATE EASEMENTS

To the City Engineer, the City Manager, Mayor, and City Council of the City of Auburn:

Comes now KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, (Petitioner) who represents as follows:

1. The Petitioner is the owner of property abutting Sanitary Sewer Easement in Shelton Woods Subdivision No. 2 and it does by this written instrument, hereby vacate the same in its entirety, said Sanitary Sewer and Easement and being described as follows, to-wit:

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-A):

Parcel A

A twenty (20) foot wide easement with the centerline being described as follows: Commence at an iron pin located at the southwest corner of Parcel A, according to the Map of Shelton Woods Subdivision No. 2, as recorded in the Office of the Judge of Probate, Lee County, Alabama, in Plat Book 7 at Page 112; Thence run S 29°17'00" E, 29.10 feet, more or less, to a point lying on the south line of Parcel A; Thence run along said south line of Parcel A, S 88°47'00" E, 175.61 feet, more or less, to a point of intersection with the centerline of a Proposed 20' Sanitary Sewer Easement, said point being the Point of Beginning; Thence from said Point of Beginning, run along said proposed centerline, N 30°18'47" E, 152.82 feet, more or less, to a point; Thence run N 55°02'57" E, 56.82 feet, more or less, to a point lying on the west right of way of Cherokee Road, said point being the Point of Ending.

Said easement lying 10.0 feet on both sides of the above-described centerline.

Together, with a 10' Temporary Construction Easement lying on both sides of the above-described easement, the centerline of which lies 15.0 feet on either side of the above described centerline.

Said described property lying and being situated in Section 19, T-19-N, R-26-E, Lee County, Alabama, and contains 4,191 S.F. (0.096 Acres), more or less.

Now, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described Sanitary Sewer and Drainage Easements and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Auburn, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be mete and proper in order to divest the public of all rights to use the same and convey to the Petitioner, all rights, title, claims and interest which the city has or may have in the Right of Way as above-described.

In Witness Whereof the Petitioner has hereunto set its hand on this the 14TH day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: _____
Name: Kenneth G. Hood
Title: Managing Partner

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kenneth G. Hood of BROADVIEW PROPERTIES, FLP, an Alabama Partnership, whose name is signed to the foregoing Petition to Vacate Sanitary Sewer and Drainage Easements, who is known to me, acknowledged before me on this day that, being informed of the contents of this petition, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April 2026.

_____
Notary Public, State of Alabama

My Commission Expires: 7-20-26

BARRETT SHIVER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
07-20-2026

STATE OF ALABAMA)
LEE COUNTY)

PETITION TO VACATE EASEMENTS

To the City Engineer, the City Manager, Mayor, and City Council of the City of Auburn:

Comes now KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, (Petitioner) who represents as follows:

1. The Petitioner is the owner of property abutting Sanitary Sewer Easement in Shelton Woods Subdivision No. 2 and it does by this written instrument, hereby vacate the same in its entirety, said Sanitary Sewer Easement and being described as follows, to-wit:

DESCRIPTION OF SANITARY SEWER EASEMENT AREA TO BE VACATED (PARCEL-B):

Parcel B

A twenty (20) foot wide easement with the centerline being described as follows: Commence at an iron pin located at the Southwest Corner of Lot 66, according to the Map of Shelton Woods Subdivision No. 2, as recorded in the Office of the Judge of Probate, Lee County, Alabama, in Plat Book 7 at Page 112, said point lying on the East property line of Parcel B, according to the above-referenced plat, said parcel of land conveyed to Cary Woods, Inc.; Thence run along the West line of said Lot 66 and the East line of said Parcel B, N 21°33'04" W, 31.56 feet, more or less, to a point of intersection with the centerline of a Proposed 20' Sanitary Sewer Easement, said point being the Point of Beginning; Thence from said Point of Beginning, run along said proposed centerline, S 11°25'35" W, 147.83 feet, more or less, to a point; Thence run S 55°02'57" W, 58.96 feet, more or less, to a point lying on the East Right-Of-Way of Cherokee Road, said point being the Point of Ending.

Said easement lying 10.0 feet on both sides of the above-described centerline.

Together, with a 10' Temporary Construction Easement lying on both side of the above-described easement, the centerline of which lies 15.0 feet on either side of the above described centerline.

Said described property lying and being situated in Section 19, T-19-N, R-26-E, Lee County, Alabama, and contains 4,137 S.F. (0.095 Acres), more or less.

Now, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described Sanitary Sewer and Drainage Easements and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Auburn, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be mete and proper in order to divest the public of all rights to use the same and convey to the Petitioner, all rights, title, claims and interest which the city has or may have in the Right of Way as above-described.

In Witness Whereof the Petitioner has hereunto set its hand on this the 14TH

day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: _____

Name: Kenneth G. Hood
Title: Managing Partner

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kenneth G. Hood of BROADVIEW PROPERTIES, FLP, an Alabama Partnership, whose name is signed to the foregoing Petition to Vacate Sanitary Sewer and Drainage Easements, who is known to me, acknowledged before me on this day that, being informed of the contents of this petition, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April 2026.

_____
Notary Public, State of Alabama

My Commission Expires: 7-20-26

BARRETT SHIVER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 07-20-2026

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Sanitary Sewer Easement in Shelton Woods Subdivision No. 2, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described easement in the City of Auburn, County of Lee, Alabama, described as follows:

DESCRIPTION OF 20' SANITARY SEWER EASEMENT AREA TO BE VACATED (PARCEL-A)

Parcel A

A twenty (20) foot wide easement with the centerline being described as follows: Commence at an iron pin located at the southwest corner of Parcel A, according to the Map of Shelton Woods Subdivision No. 2, as recorded in the Office of the Judge of Probate, Lee County, Alabama, in Plat Book 7 at Page 112; Thence run S 29°17'00" E, 29.10 feet, more or less, to a point lying on the south line of Parcel A; Thence run along said south line of Parcel A, S 88°47'00" E, 175.61 feet, more or less, to a point of intersection with the centerline of a Proposed 20' Sanitary Sewer Easement, said point being the Point of Beginning; Thence from said Point of Beginning, run along said proposed centerline, N 30°18'47" E, 152.82 feet, more or less, to a point; Thence run N 55°02'57" E, 56.82 feet, more or less, to a point lying on the west right of way of Cherokee Road, said point being the Point of Ending.

Said easement lying 10.0 feet on both sides of the above-described centerline.

Together, with a 10' Temporary Construction Easement lying on both sides of the above-described easement, the centerline of which lies 15.0 feet on either side of the above described centerline.

Said described property lying and being situated in Section 19, T-19-N, R-26-E, Lee County, Alabama, and contains 4,191 S.F. (0.096 Acres), more or less.

These Vacations do not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14th day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Sanitary Sewer and Drainage Easements Vacations, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April, 2026 .

Seal

BARRETT SHIVER
MY COMMISSION EXPIRES
NOTARY PUBLIC
07-20-2026
ALABAMA STATE AT LARGE

Notary Public, State of Alabama

My Commission Expires: 7-20-26

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Sanitary Sewer Easement in Shelton Woods Subdivision No. 2, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described easement in the City of Auburn, County of Lee, Alabama, described as follows:

DESCRIPTION OF 20′ SANITARY SEWER EASEMENT AREA TO BE VACATED (PARCEL-B)

Parcel B

A twenty (20) foot wide easement with the centerline being described as follows: Commence at an iron pin located at the Southwest Corner of Lot 66, according to the Map of Shelton Woods Subdivision No. 2, as recorded in the Office of the Judge of Probate, Lee County, Alabama, in Plat Book 7 at Page 112, said point lying on the East property line of Parcel B, according to the above-referenced plat, said parcel of land conveyed to Cary Woods, Inc.; Thence run along the West line of said Lot 66 and the East line of said Parcel B, N 21°33'04" W, 31.56 feet, more or less, to a point of intersection with the centerline of a Proposed 20' Sanitary Sewer Easement, said point being the Point of Beginning; Thence from said Point of Beginning, run along said proposed centerline, S 11°25'35" W, 147.83 feet, more or less, to a point; Thence run S 55°02'57" W, 58.96 feet, more or less, to a point lying on the East Right-Of-Way of Cherokee Road, said point being the Point of Ending.

Said easement lying 10.0 feet on both sides of the above-described centerline.

Together, with a 10' Temporary Construction Easement lying on both side of the above-described easement, the centerline of which lies 15.0 feet on either side of the above described centerline.

Said described property lying and being situated in Section 19, T-19-N, R-26-E, Lee County, Alabama, and contains 4,137 S.F. (0.095 Acres), more or less.

These Vacations do not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14TH day of APRIL, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Sanitary Sewer and Drainage Easements Vacations, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 14th day of April, 2026.

Seal

BARRETT SHIVER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
07-20-2026

Notary Public, State of Alabama

My Commission Expires: 7-20-26

STATE OF ALABAMA)
LEE COUNTY)

PETITION TO VACATE EASEMENTS

To the City Engineer, the City Manager, Mayor, and City Council of the City of Auburn:

Comes now KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, (Petitioner) who represents as follows:

1. The Petitioner is the owner of property abutting Sanitary Sewer Easement in Shelton Woods Subdivision No. 2 and it does by this written instrument, hereby vacate the same in its entirety, said Sanitary Sewer and Easement and being described as follows, to-wit:

DESCRIPTION OF DRAINAGE EASEMENT AREA TO BE VACATED (PARCEL-A):

Parcel A

A sanitary sewer and drainage/utility easement as shown across Parcel-A of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.10 acre (4,158 square feet) and being more particularly described as follows: Commence at a one inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 145.10 feet, and a chord bearing and distance of S34°10'59"E 143.36 feet to the point of beginning of said easement; thence continue southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 10.47 feet, and a chord bearing and distance of S17°40'38"E 10.47 feet; thence leaving the east line of said Parcel-A S55°07'21"W 66.88 feet; thence S54°29'23"W 37.00 feet; thence S25°55'38"W 125.78 feet to the south line of said Parcel-A; thence along the south line of said Parcel-A N89°14'53"W 11.05 feet; thence leaving the south line of said Parcel-A N25°55'35"E 133.03 feet; thence N54°29'23"E 31.08 feet; thence N45°29'37"W 69.72 feet; thence N46°08'50"W 48.14 feet to the northwest line of said Parcel-A; thence along the northwest line of said Parcel-A N40°16'55"E 15.03 feet; thence leaving the northwest line of said Parcel-A S46°08'50"E 49.17 feet; S45°29'37"E 72.53 feet; thence N55°07'21"E 63.31 feet to the point of beginning.

2. The Petitioner desires to have vacated the above-described said Sanitary Sewer and Drainage Easement so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

Now, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described Sanitary Sewer Easement and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Auburn, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be mete and proper in order to divest the public of all rights to use the same and convey to the Petitioner, all rights, title, claims and interest which the city has or may have in the Right of Way as above-described.

In Witness Whereof the Petitioner has hereunto set its hand on this the 30

day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: _____

Name: Kenneth G. Hood
Title: Managing Partner

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kenneth G. Hood of BROADVIEW PROPERTIES, FLP, an Alabama Partnership, whose name is signed to the foregoing Petition to Vacate Sanitary Sewer and Drainage Easements, who is known to me, acknowledged before me on this day that, being informed of the contents of this petition, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 30 day of April 2026.

_____
Notary Public, State of Alabama

My Commission Expires: 7-20-26

BARRETT SHIVER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
07-20-2026

STATE OF ALABAMA)
LEE COUNTY)

PETITION TO VACATE EASEMENTS

To the City Engineer, the City Manager, Mayor, and City Council of the City of Auburn:

Comes now KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, (Petitioner) who represents as follows:

1. The Petitioner is the owner of property abutting Sanitary Sewer Easement in Shelton Woods Subdivision No. 2 and it does by this written instrument, hereby vacate the same in its entirety, said Sanitary Sewer Easement and being described as follows, to-wit:

DESCRIPTION OF SANITARY SEWER EASEMENT AREA TO BE VACATED (PARCEL-B):

Parcel B

A sanitary sewer easement as shown across Parcel-B of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.05 acre (1,963 square feet) and being more particularly described as follows: Commence at a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the west line of said Parcel-B and along a curve to the right having a radius of 329.43 feet, an arc length of 160.34 feet, and a chord bearing and distance of S35°43'57"E 158.77 feet to the point of beginning of said easement; thence leaving the west line of said Parcel-B N55°07'21"E 41.13 feet; thence N13°03'24"E 157.36 feet to the east line of said Parcel-B; thence along the east line of said Parcel-B S21°25'32"E 17.66 feet; thence leaving the east line of said Parcel-B S13°03'24"W 146.64 feet; thence S55°07'21"W 47.47 feet to the west line of said Parcel-B; thence northwesterly along the west line of said Parcel-B and along a curve to the left having a radius of 329.43 feet, an arc length of 10.31 feet, and a chord bearing and distance of N20°53'33"W 10.31 feet to the point of beginning.

2. The Petitioner desires to have vacated the above-described said Sanitary Sewer Easement so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

Now, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described Sanitary Sewer Easement and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Auburn, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be mete and proper in order to divest the public of all rights to use the same and convey to the Petitioner, all rights, title, claims and interest which the city has or may have in the Right of Way as above-described.

In Witness Whereof the Petitioner has hereunto set its hand on this the 30

day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: _____

Name: Kenneth G. Hood
Title: Managing Partner

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Kenneth G. Hood of BROADVIEW PROPERTIES, FLP, an Alabama Partnership, whose name is signed to the foregoing Petition to Vacate Sanitary Sewer and Drainage Easements, who is known to me, acknowledged before me on this day that, being informed of the contents of this petition, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 30 day of April 2026.

_____
Notary Public, State of Alabama

My Commission Expires: 7-20-26

BARRETT SHIVER
MY COMMISSION EXPIRES
NOTARY
PUBLIC
07-20-2026
ALABAMA STATE AT LARGE

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Sanitary Sewer Easement in Shelton Woods Subdivision No. 2, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described easement in the City of Auburn, County of Lee, Alabama, described as follows:

DESCRIPTION OF SANITARY SEWER EASEMENT AREA TO BE VACATED (PARCEL-A)

Parcel A

A sanitary sewer and drainage/utility easement as shown across Parcel-A of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.10 acre (4,158 square feet) and being more particularly described as follows: Commence at a one inch open top pipe at the northeast corner of Parcel-A of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 145.10 feet, and a chord bearing and distance of S34°10'59"E 143.36 feet to the point of beginning of said easement; thence continue southeasterly along the east line of said Parcel-A and along a curve to the right having a radius of 270.00 feet, an arc length of 10.47 feet, and a chord bearing and distance of S17°40'38"E 10.47 feet; thence leaving the east line of said Parcel-A S55°07'21"W 66.88 feet; thence S54°29'23"W 37.00 feet; thence S25°55'38"W 125.78 feet to the south line of said Parcel-A; thence along the south line of said Parcel-A N89°14'53"W 11.05 feet; thence leaving the south line of said Parcel-A N25°55'35"E 133.03 feet; thence N54°29'23"E 31.08 feet; thence N45°29'37"W 69.72 feet; thence N46°08'50"W 48.14 feet to the northwest line of said Parcel-A; thence along the northwest line of said Parcel-A N40°16'55"E 15.03 feet; thence leaving the northwest line of said Parcel-A S46°08'50"E 49.17 feet; S45°29'37"E 72.53 feet; thence N55°07'21"E 63.31 feet to the point of beginning.

These Vacations do not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 30 day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Sanitary Sewer and Drainage Easements Vacations, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 30 day of April, 2026.

Seal

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07-20-2026
ALABAMA STATE AT LARGE

Notary Public, State of Alabama

My Commission Expires: 7-20-26

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, being owner of land abutting the Sanitary Sewer Easement in Shelton Woods Subdivision No. 2, described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described easement in the City of Auburn, County of Lee, Alabama, described as follows:

DESCRIPTION OF SANITARY SEWER EASEMENT AREA TO BE VACATED (PARCEL-B)

Parcel B

A sanitary sewer easement as shown across Parcel-B of *Shelton Woods Subdivision No. 2* recorded in Plat Book 7, Page 112, Probate Office, Lee County, Alabama containing 0.05 acre (1,963 square feet) and being more particularly described as follows: Commence at a 1/2 inch rebar at the northwest corner of Parcel-B of said *Shelton Woods Subdivision No. 2*; thence southeasterly along the west line of said Parcel-B and along a curve to the right having a radius of 329.43 feet, an arc length of 160.34 feet, and a chord bearing and distance of S35°43'57"E 158.77 feet to the point of beginning of said easement; thence leaving the west line of said Parcel-B N55°07'21"E 41.13 feet; thence N13°03'24"E 157.36 feet to the east line of said Parcel-B; thence along the east line of said Parcel-B S21°25'32"E 17.66 feet; thence leaving the east line of said Parcel-B S13°03'24"W 146.64 feet; thence S55°07'21"W 47.47 feet to the west line of said Parcel-B; thence northwesterly along the west line of said Parcel-B and along a curve to the left having a radius of 329.43 feet, an arc length of 10.31 feet, and a chord bearing and distance of N20°53'33"W 10.31 feet to the point of beginning.

These Vacations do not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 30 day of April, 2026.

BROADVIEW PROPERTIES, FLP

By: Kenneth G. Hood
Its: Managing Partner

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, KENNETH G. HOOD, MANAGING PARTNER OF BROADVIEW PROPERTIES, FLP, an Alabama Family Limited Partnership, whose name is signed to the foregoing Declaration of Sanitary Sewer and Drainage Easements Vacations, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 30 day of April, 2026.

Seal

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07-29-2026
ALABAMA STATE AT LARGE

Notary Public, State of Alabama

My Commission Expires: 7-20-26

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate the right of way that is part of Cherokee Road as shown on the plat titled Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

RIGHT OF WAY

THAT PART OF CHEROKEE ROAD DEDICATED IN SHELTON WOODS SUBDIVISION NO. 2 AS RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.49 ACRES (21,471 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A 1 INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE N40°13'14"E 59.89 FEET TO A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE ALONG THE WEST LINE OF SAID PARCEL-B SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 287.18 FEET, AND A CHORD BEARING AND DISTANCE OF S24°42'09"E 278.18 FEET TO A POINT; THENCE CONTINUE ALONG SAID WEST LINE S00°45'07'W 97.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL-B; THENCE N89°14'53"W 58.45 TO A 1/2 INCH REBAR YELLOW CAP STAMPED CA 0062; THENCE N89°14'53"W 1.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL-A; THENCE ALONG THE EAST LINE OF SAID PARCEL-A N00°45'07"E 96.81 FEET TO A POINT; THENCE CONTINUE ALONG SAID EAST LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 234.67 FEET, AND A CHORD BEARING AND DISTANCE OF N24°40'46"W 227.35 FEET TO THE POINT OF BEGINNING.

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate the drainage easement located in Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

DRAINAGE EASEMENT (PARCEL-A)

THAT PART OF 30 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ACROSS PARCEL-A OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.21 ACRES (9,330 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A ONE INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 66.11 FEET, AND A CHORD BEARING AND DISTANCE OF S42°33'51"E 65.94 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 31.20 FEET, AND A CHORD BEARING AND DISTANCE OF S32°14'22"E 31.18 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-A S41°55'18"W 250.08 FEET; THENCE S28°29'19"W 44.91 FEET TO THE SOUTH LINE OF SAID PARCEL-A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A N89°14'53"W 30.52 FEET TO A ONE INCH OPEN TOP PIPE; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A S88°15'25"W 3.46 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL-A N28°29'19"E 64.39 FEET; THENCE N41°55'18"E 262.12 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT (PARCEL-B)

THAT PART OF 30 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ACROSS PARCEL-B OF *SHELTON WOODS SUBDIVISION NO. 2* RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.16 ACRES (7,134 SQUARE FEET) AND

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID *SHELTON WOODS SUBDIVISION NO. 2*; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 66.21 FEET, AND A CHORD BEARING AND DISTANCE OF S43°55'05"E 66.10 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING THE WEST LINE OF SAID PARCEL-B N31°52'47"E 116.23 FEET; THENCE N06°10'49"E 86.61 FEET TO THE NORTHWEST LINE OF SAID PARCEL-B; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL-B N40°21'06"E 53.41FEET; THENCE LEAVING THE NORTHWEST LINE OF SAID PARCEL-B S06°10'49"W 137.65 FEET; THENCE S31°52'47"W 135.68 FEET TO THE WEST LINE OF SAID PARCEL-B; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 32.55 FEET, AND A CHORD BEARING AND DISTANCE OF N35°19'45"W 32.54 FEET TO THE POINT OF BEGINNING.

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate the sanitary sewer easement located in Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112 and Deed Book 2266, Page 36. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

SANITARY SEWER EASEMENT (PARCEL-A)

A TWENTY (20) FOOT WIDE EASEMENT WITH THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF PARCEL A, ACCORDING TO THE MAP OF SHELTON WOODS SUBDIVISION NO. 2, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LEE COUNTY, ALABAMA, IN PLAT BOOK 7 AT PAGE 112; THENCE RUN S 29°17'00" E, 29.10 FEET, MORE OR LESS, TO A POINT LYING ON THE SOUTH LINE OF PARCEL A; THENCE RUN ALONG SAID SOUTH LINE OF PARCEL A, S 88°47'00" E, 175.61 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PROPOSED 20' SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG SAID PROPOSED CENTERLINE, N 30°18'47" E, 152.82 FEET, MORE OR LESS, TO A POINT; THENCE RUN N 55°02'57" E, 56.82 FEET, MORE OR LESS, TO A POINT LYING ON THE WEST RIGHT OF WAY OF CHEROKEE ROAD, SAID POINT BEING THE POINT OF ENDING
.
SAID EASEMENT LYING 10.0 FEET ON BOTH SIDES OF THE ABOVE-DESCRIBED CENTERLINE.

TOGETHER, WITH A 10' TEMPORARY CONSTRUCTION EASEMENT LYING ON BOTH SIDES OF THE ABOVE-DESCRIBED EASEMENT, THE CENTERLINE OF WHICH LIES 15.0 FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTION 19, T-19-N, R-26-E, LEE COUNTY, ALABAMA, AND CONTAINS 4,191 S.F. (0.096 ACRES), MORE OR LESS.

SANITARY SEWER EASEMENT (PARCEL-B)

A TWENTY (20) FOOT WIDE EASEMENT WITH THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF LOT 66, ACCORDING TO THE MAP OF SHELTON WOODS SUBDIVISION NO. 2, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LEE COUNTY, ALABAMA, IN PLAT BOOK 7 AT PAGE 112, SAID POINT LYING ON THE EAST PROPERTY LINE OF PARCEL B, ACCORDING TO THE ABOVE-REFERENCED PLAT, SAID PARCEL OF LAND CONVEYED TO CARY WOODS, INC.; THENCE RUN ALONG THE WEST LINE OF SAID LOT 66 AND THE EAST LINE OF SAID PARCEL B, N 21°33'04" W, 31.56 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PROPOSED 20' SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG SAID PROPOSED CENTERLINE, S 11°25'35" W, 147.83 FEET, MORE OR LESS, TO A POINT; THENCE RUN S 55°02'57" W, 58.96 FEET, MORE OR LESS, TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF CHEROKEE ROAD, SAID POINT BEING THE POINT OF ENDING.

SAID EASEMENT LYING 10.0 FEET ON BOTH SIDES OF THE ABOVE-DESCRIBED CENTERLINE.

TOGETHER, WITH A 10' TEMPORARY CONSTRUCTION EASEMENT LYING ON BOTH SIDE OF THE ABOVE-DESCRIBED EASEMENT, THE CENTERLINE OF WHICH LIES 15.0 FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTION 19, T-19-N, R-26-E, LEE COUNTY, ALABAMA, AND CONTAINS 4,137 S.F. (0.095 ACRES), MORE OR LESS.

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate a sanitary sewer easement and drainage and utility easement located in Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

SANITARY SEWER EASEMENT AND DRAINAGE/ UTILITY EASEMENT (PARCEL-A)

A SANITARY SEWER AND DRAINAGE/UTILITY EASEMENT AS SHOWN ACROSS PARCEL-A OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.10 ACRE (4,158 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A ONE INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 145.10 FEET, AND A CHORD BEARING AND DISTANCE OF S34°10’59”E 143.36 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 10.47 FEET, AND A CHORD BEARING AND DISTANCE OF S17°40’38”E 10.47 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-A S55°07’21”W 66.88 FEET; THENCE S54°29’23”W 37.00 FEET; THENCE S25°55’38”W 125.78 FEET TO THE SOUTH LINE OF SAID PARCEL-A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A N89°14'53"W 11.05 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL-A N25°55’35”E 133.03 FEET; THENCE N54°29’23”E 31.08 FEET; THENCE N45°29’37”W 69.72 FEET; THENCE N46°08’50”W 48.14 FEET TO THE NORTHWEST LINE OF SAID PARCEL-A; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL-A N40°16’55”E 15.03 FEET; THENCE LEAVING THE NORTHWEST LINE OF SAID PARCEL-A S46°08’50”E 49.17 FEET; S45°29’37”E 72.53 FEET; THENCE N55°07’21”E 63.31 FEET TO THE POINT OF BEGINNING.

SANITARY SEWER EASEMENT (PARCEL-B)

A SANITARY SEWER EASEMENT AS SHOWN ACROSS PARCEL-B OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.05 ACRE (1,963 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 160.34 FEET, AND A CHORD BEARING AND DISTANCE OF S35°43'57"E 158.77 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING THE WEST LINE OF SAID PARCEL-B N55°07'21"E 41.13 FEET; THENCE N13°03'24"E 157.36 FEET TO THE EAST LINE OF SAID PARCEL-B; THENCE ALONG THE EAST LINE OF SAID PARCEL-B S21°25'32"E 17.66 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-B S13°03'24"W 146.64 FEET; THENCE S55°07'21"W 47.47 FEET TO THE WEST LINE OF SAID PARCEL-B; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 10.31 FEET, AND A CHORD BEARING AND DISTANCE OF N20°53'33"W 10.31 FEET TO THE POINT OF BEGINNING.

STATE OF ALABAMA)
)
COUNTY OF LEE)

AFFIDAVIT OF NAME

Before me the undersigned Notary Public, in and for said County and said State, personally appeared Kenneth G. Hood, Managing Partner of Broadview Properties, FLP, who, after being duly sworn, deposes and states as follows:

My name is Kenneth G. Hood and I am the representative of the applicant for vacation of Right of Way. I am over the age of nineteen (19), am of sound mind, and have personal knowledge of the matters stated herein.

Pursuant to the guidelines promulgated by the City of Auburn ("City") and in connection with the request to vacate a portion of Cherokee Road, a representative of our firm posted the required notice of the request/application for vacation of the referenced Right of Way in the Lee County Courthouse. We posted said notice on 5/4/24 for period of not less than thirty (30) days.

Further Affiant saith not.

Kennth G. Hood

Broadview Properties, FLP

STATE OF ALABAMA,

COUNTY OF LEE, TO-WIT:

Before me, a Notary Public in and for said County in said State, on this day, personally appeared Kenneth G. Hood, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and official seal of office, this the 4 day of May, 2024

Notary Public

My Commission Expires: (S E A L)

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES 07-20-2026
ALABAMA STATE AT LARGE

STATE OF ALABAMA)
)
COUNTY OF LEE)

AFFIDAVIT OF NAME

Before me the undersigned Notary Public, in and for said County and said State, personally appeared Kenneth G. Hood, Managing Partner of Broadview Properties, FLP, who, after being duly sworn, deposes and states as follows:

My name is Kenneth G. Hood and I am the representative of the applicant for vacation of Right of Way. I am over the age of nineteen (19), am of sound mind, and have personal knowledge of the matters stated herein.

Pursuant to the guidelines promulgated by the City of Auburn ("City") and in connection with the request to vacate a portion of Cherokee Road, a representative of our firm posted the required notice of the request/application for vacation of the referenced Easements in the Lee County Courthouse. We posted said notice on 5/4/26 for period of not less than thirty (30) days.

Further Affiant saith not.

Kennth G. Hood

Broadview Properties, FLP

STATE OF ALABAMA,

COUNTY OF LEE, TO-WIT:

Before me, a Notary Public in and for said County in said State, on this day, personally appeared Kenneth G. Hood, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and official seal of office, this the 4 day of May, 2026

Notary Public

My Commission Expires:

(S E A L)

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07-20-2026
ALABAMA STATE AT LARGE

STATE OF ALABAMA)
)
COUNTY OF LEE)

AFFIDAVIT OF NAME

Before me the undersigned Notary Public, in and for said County and said State, personally appeared Kenneth G. Hood, Managing Partner of Broadview Properties, FLP, who, after being duly sworn, deposes and states as follows:

My name is Kenneth G. Hood and I am the representative of the applicant for vacation of Right of Way. I am over the age of nineteen (19), am of sound mind, and have personal knowledge of the matters stated herein.

Pursuant to the guidelines promulgated by the City of Auburn ("City") and in connection with the request to vacate a portion of Cherokee Road, a representative of our firm posted the required notice of the request/application for vacation of the referenced Easements in the Lee County Courthouse. We posted said notice on 5/4/26 for period of not less than thirty (30) days.

Further Affiant saith not.

Kennth G. Hood

Broadview Properties, FLP

STATE OF ALABAMA,

COUNTY OF LEE, TO-WIT:

Before me, a Notary Public in and for said County in said State, on this day, personally appeared Kenneth G. Hood, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and official seal of office, this the 4 day of May, 2026.

Notary Public

My Commission Expires: (SEAL)

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07-20-2026
ALABAMA STATE AT LARGE

STATE OF ALABAMA)
)
COUNTY OF LEE)

AFFIDAVIT OF NAME

Before me the undersigned Notary Public, in and for said County and said State, personally appeared Kenneth G. Hood, Managing Partner of Broadview Properties, FLP, who, after being duly sworn, deposes and states as follows:

My name is Kenneth G. Hood and I am the representative of the applicant for vacation of Right of Way. I am over the age of nineteen (19), am of sound mind, and have personal knowledge of the matters stated herein.

Pursuant to the guidelines promulgated by the City of Auburn ("City") and in connection with the request to vacate a portion of Cherokee Road, a representative of our firm posted the required notice of the request/application for vacation of the referenced Easements in the Lee County Courthouse. We posted said notice on 5/4/26 for period of not less than thirty (30) days.

Further Affiant saith not.

Kennth G. Hood

Broadview Properties, FLP

STATE OF ALABAMA,

COUNTY OF LEE, TO-WIT:

Before me, a Notary Public in and for said County in said State, on this day, personally appeared Kenneth G. Hood, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and official seal of office, this the 4 day of May, 2026

Notary Public

My Commission Expires: (S E A L)

BARRETT SHIVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
07.20.2026
ALABAMA STATE AT LARGE

Affidavit of Publication of Legal Notice

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate the right of way that is part of Cherokee Road as shown on the plat titled Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

RIGHT OF WAY

THAT PART OF CHEROKEE ROAD DEDICATED IN SHELTON WOODS SUBDIVISION NO. 2 AS RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.49 ACRES (21,471 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A 1 INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE N40°13'14"E 59.89 FEET TO A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE ALONG THE WEST LINE OF SAID PARCEL-B SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 287.18 FEET, AND A CHORD BEARING AND DISTANCE OF S24°42'09"E 278.18 FEET TO A POINT; THENCE CONTINUE ALONG SAID WEST LINE S00°45'07"W 97.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL-B; THENCE N89°14'53"W 58.45 TO A 1/2 INCH REBAR YELLOW CAP STAMPED CA 0062; THENCE N89°14'53"W 1.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL-A; THENCE ALONG THE EAST LINE OF SAID PARCEL-A N00°45'07"E 96.81 FEET TO A POINT; THENCE CONTINUE ALONG SAID EAST LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 234.67 FEET, AND A CHORD BEARING AND DISTANCE OF N24°40'46"W 227.35 FEET TO THE POINT OF BEGINNING.

The Villager
May 7, May 14, May 21, May 28, 2026

State of Alabama
Lee County

Notice of Public Hearing - ROW Vacation - Cherokee Road

Before me, a notary public in and for the county and state above listed, personally appeared *Brian Woodham*, who, by me duly sworn, deposes and says that:
My name is Brian Woodham. I am the Legal Advertising Coordinator of The Auburn Villager. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

The Newspaper published the attached legal notice in the issue(s) of: **5/7/2026, 5/14/2026, 5/21/2026, 5/28/2026**
A copy of each issue of the paper containing the notice was mailed to the person or official placing the legal notice.
The sum charged for these publications was: **$1,017.60**

The sum charged by the Newspaper for said publication does not exceed the lowest of the actual lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Affiant

Sworn and subscribed this **28th day of May, 2026**

Christi M. Holt

Notary Public
My Commission Expires on March 4, 2029

CHRISTI M. HOLT NOTARY PUBLIC ALABAMA STATE AT LARGE

Affidavit of Publication of Legal Notice

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026,** beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate the drainage easement located in Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

DRAINAGE EASEMENT (PARCEL-A)

THAT PART OF 30 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ACROSS PARCEL-A OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.21 ACRES (9,330 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A ONE INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 66.11 FEET, AND A CHORD BEARING AND DISTANCE OF S42°33'51"E 65.94 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 31.20 FEET, AND A CHORD BEARING AND DISTANCE OF S32°14'22"E 31.18 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-A S41°55'18"W 250.08 FEET; THENCE S28°29'19"W 44.91 FEET TO THE SOUTH LINE OF SAID PARCEL-A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A N89°14'53"W 30.52 FEET TO A ONE INCH OPEN TOP PIPE; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A S88°15'25"W 3.46 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL-A N28°29'19"E 64.39 FEET; THENCE N41°55'18"E 262.12 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT (PARCEL-B)

THAT PART OF 30 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ACROSS PARCEL-B OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.16 ACRES (7,134 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 66.21 FEET, AND A CHORD BEARING AND DISTANCE OF S43°55'05"E 66.10 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING THE WEST LINE OF SAID PARCEL-B N31°52'47"E 116.23 FEET; THENCE N06°10'49"E 86.61 FEET TO THE NORTHWEST LINE OF SAID PARCEL-B; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL-B N40°21'06"E 53.41FEET; THENCE LEAVING THE NORTHWEST LINE OF SAID PARCEL-B S06°10'49"W 137.65 FEET; THENCE S31°52'47"W 135.68 FEET TO THE WEST LINE OF SAID PARCEL-B; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 32.65 FEET, AND A CHORD BEARING AND DISTANCE OF N35°19'45"W 32.64 FEET TO THE POINT OF BEGINNING.

The Villager
May 7, May 14, May 21, May 28, 2026

State of Alabama
Lee County

Notice of Public Hearing - Drainage Easement Vacation - Cherokee

Before me, a notary public in and for the county and state above listed, personally appeared *Brian Woodham*, who, by me duly sworn, deposes and says that:
My name is Brian Woodham. I am the Legal Advertising Coordinator of The Auburn Villager. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

The Newspaper published the attached legal notice in the issue(s) of: **5/7/2026, 5/14/2026, 5/21/2026, 5/28/2026**
A copy of each issue of the paper containing the notice was mailed to the person or official placing the legal notice.
The sum charged for these publications was: **$1,641.60**

The sum charged by the Newspaper for said publication does not exceed the lowest of the actual lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Affiant

Sworn and subscribed this **28th day of May, 2026**

Christi Lee Holt

Notary Public
My Commission Expires on March 4, 2029

NOTARY PUBLIC ALABAMA STATE AT LARGE

Affidavit of Publication of Legal Notice

SEE ATTACHED

State of Alabama
Lee County

Notice of Public Hearing - Sanitary Sewer Easement Vacation

Before me, a notary public in and for the county and state above listed, personally appeared *Brian Woodham*, who, by me duly sworn, deposes and says that:
My name is Brian Woodham. I am the Legal Advertising Coordinator of The Auburn Villager. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

The Newspaper published the attached legal notice in the issue(s) of: **5/7/2026, 5/14/2026, 5/21/2026, 5/28/2026**
A copy of each issue of the paper containing the notice was mailed to the person or official placing the legal notice.
The sum charged for these publications was: **$1,817.60**

The sum charged by the Newspaper for said publication does not exceed the lowest of the actual lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Affiant

Sworn and subscribed this **28th day of May, 2026**

Notary Public
My Commission Expires on March 4, 2029



Affidavit of Publication of Legal Notice

The Villager
May 7, May 14, May 21, May 28, 2026

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate the sanitary sewer easement located in Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112 and Deed Book 2266, Page 36. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

SANITARY SEWER EASEMENT (PARCEL-A)

A TWENTY (20) FOOT WIDE EASEMENT WITH THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF PARCEL A, ACCORDING TO THE MAP OF SHELTON WOODS SUBDIVISION NO. 2, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LEE COUNTY, ALABAMA, IN PLAT BOOK 7 AT PAGE 112; THENCE RUN S 29°17'00" E, 29.10 FEET, MORE OR LESS, TO A POINT LYING ON THE SOUTH LINE OF PARCEL A; THENCE RUN ALONG SAID SOUTH LINE OF PARCEL A, S 88°47'00" E, 175.61 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PROPOSED 20' SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG SAID PROPOSED CENTERLINE, N 30°18'47" E, 152.82 FEET, MORE OR LESS, TO A POINT; THENCE RUN N 55°02'57" E, 56.82 FEET, MORE OR LESS, TO A POINT LYING ON THE WEST RIGHT OF WAY OF CHEROKEE ROAD, SAID POINT BEING THE POINT OF ENDING.

SAID EASEMENT LYING 10.0 FEET ON BOTH SIDES OF THE ABOVE-DESCRIBED CENTERLINE.

TOGETHER, WITH A 10' TEMPORARY CONSTRUCTION EASEMENT LYING ON BOTH SIDES OF THE ABOVE-DESCRIBED EASEMENT, THE CENTERLINE OF WHICH LIES 15.0 FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTION 19, T-19-N, R-26-E, LEE COUNTY, ALABAMA, AND CONTAINS 4,191 S.F. (0.096 ACRES), MORE OR LESS.

SANITARY SEWER EASEMENT (PARCEL-B)

A TWENTY (20) FOOT WIDE EASEMENT WITH THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF LOT 66, ACCORDING TO THE MAP OF SHELTON WOODS SUBDIVISION NO. 2, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LEE COUNTY, ALABAMA, IN PLAT BOOK 7 AT PAGE 112, SAID POINT LYING ON THE EAST PROPERTY LINE OF PARCEL B, ACCORDING TO THE ABOVE-REFERENCED PLAT, SAID PARCEL OF LAND CONVEYED TO CARY WOODS, INC.; THENCE RUN ALONG THE WEST LINE OF SAID LOT 66 AND THE EAST LINE OF SAID PARCEL B, N 21°33'04" W, 31.56 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PROPOSED 20' SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG SAID PROPOSED CENTERLINE, S 11°25'35" W, 147.83 FEET, MORE OR LESS, TO A POINT; THENCE RUN S 55°02'57" W, 58.96 FEET, MORE OR LESS, TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF CHEROKEE ROAD, SAID POINT BEING THE POINT OF ENDING.

SAID EASEMENT LYING 10.0 FEET ON BOTH SIDES OF THE ABOVE-DESCRIBED CENTERLINE.

TOGETHER, WITH A 10' TEMPORARY CONSTRUCTION EASEMENT LYING ON BOTH SIDE OF THE ABOVE-DESCRIBED EASEMENT, THE CENTERLINE OF WHICH LIES 15.0 FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTION 19, T-19-N, R-26-E, LEE COUNTY, ALABAMA, AND CONTAINS 4,137 S.F. (0.095 ACRES), MORE OR LESS.

Affidavit of Publication of Legal Notice

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
DATE: JULY 7, 2026
6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, **JULY 7, 2026**, beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate a sanitary sewer easement and drainage and utility easement located in Shelton Woods Subdivision No. 2 and recorded in the Office of Probate Judge of Lee County Alabama in Plat Book 7, Page 112. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

SANITARY SEWER EASEMENT AND DRAINAGE/ UTILITY EASEMENT (PARCEL-A)

A SANITARY SEWER AND DRAINAGE/UTILITY EASEMENT AS SHOWN ACROSS PARCEL-A OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.10 ACRE (4,158 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A ONE INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 145.10 FEET, AND A CHORD BEARING AND DISTANCE OF S34°10'59"E 143.36 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 10.47 FEET, AND A CHORD BEARING AND DISTANCE OF S17°40'38"E 10.47 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-A S55°07'21"W 66.88 FEET; THENCE S54°29'23"W 37.00 FEET; THENCE S25°55'38"W 125.78 FEET TO THE SOUTH LINE OF SAID PARCEL-A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A N89°14'53"W 11.05 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL-A N25°55'35"E 133.03 FEET; THENCE N54°29'23"E 31.08 FEET; THENCE N45°29'37"W 69.72 FEET; THENCE N46°08'50"W 48.14 FEET TO THE NORTHWEST LINE OF SAID PARCEL-A; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL-A N40°16'55"E 15.03 FEET; THENCE LEAVING THE NORTHWEST LINE OF SAID PARCEL-A S46°08'50"E 49.17 FEET; S45°29'37"E 72.53 FEET; THENCE N55°07'21"E 63.31 FEET TO THE POINT OF BEGINNING.

SANITARY SEWER EASEMENT (PARCEL-B)

A SANITARY SEWER EASEMENT AS SHOWN ACROSS PARCEL-B OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.05 ACRE (1,963 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 160.34 FEET, AND A CHORD BEARING AND DISTANCE OF S35°43'57"E 158.77 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING THE WEST LINE OF SAID PARCEL-B N55°07'21"E 41.13 FEET; THENCE N13°03'24"E 157.36 FEET TO THE EAST LINE OF SAID PARCEL-B; THENCE ALONG THE EAST LINE OF SAID PARCEL-B S21°25'32"E 17.66 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-B S13°03'24"W 146.64 FEET; THENCE S55°07'21"W 47.47 FEET TO THE WEST LINE OF SAID PARCEL-B; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 10.31 FEET, AND A CHORD BEARING AND DISTANCE OF N20°53'33"W 10.31 FEET TO THE POINT OF BEGINNING.

The Villager
May 7, May 14, May 21, May 28, 2026

State of Alabama
Lee County

Notice of Public Hearing - Sanitary Sewer Easement and DUE

Before me, a notary public in and for the county and state above listed, personally appeared *Brian Woodham*, who, by me duly sworn, deposes and says that:
My name is Brian Woodham. I am the Legal Advertising Coordinator of The Auburn Villager. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

The Newspaper published the attached legal notice in the issue(s) of: **5/7/2026, 5/14/2026, 5/21/2026, 5/28/2026**
A copy of each issue of the paper containing the notice was mailed to the person or official placing the legal notice.
The sum charged for these publications was: **$1,782.40**

The sum charged by the Newspaper for said publication does not exceed the lowest of the actual lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Affiant

Sworn and subscribed this **28th day of May, 2026**

Christi M. Holt

Notary Public
My Commission Expires on March 4, 2029

GRANTEE'S ADDRESS:
2100 EXECUTIVE PARK
OPELIKA, ALABAMA

STATE OF ALABAMA)
)
COUNTY OF LEE)

QUITCLAIM DEED
THIS DEED IS GIVEN
TO PERFECT TITLE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars ($1.00) and other good and valuable considerations to the undersigned grantor, **CITY OF AUBURN, A MUNICIPAL CORPORATION**, in hand paid by **BROADVIEW PROPERTIES, FLP, A DOMESTIC LIMITED PARTNERSHIP,** the receipt and sufficiency of which are hereby acknowledged, the **CITY OF AUBURN, A MUNICIPAL CORPORATION,** does hereby remise, release, quitclaim and convey unto the said **BROADVIEW PROPERTIES, FLP, A DOMESTIC LIMITED PARTNERSHIP,** all of its right, title, interest and claim in and to the following described real estate, to-wit:

RIGHT OF WAY

THAT PART OF CHEROKEE ROAD DEDICATED IN *SHELTON WOODS SUBDIVISION NO. 2* AS RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.49 ACRES (21,471 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A 1 INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID *SHELTON WOODS SUBDIVISION NO. 2*; THENCE N40°13'14"E 59.89 FEET TO A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID *SHELTON WOODS SUBDIVISION NO. 2*; THENCE ALONG THE WEST LINE OF SAID PARCEL-B SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 287.18 FEET, AND A CHORD BEARING AND DISTANCE OF S24°42'09"E 278.18 FEET TO A POINT; THENCE CONTINUE ALONG SAID WEST LINE S00°45'07'W 97.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL-B; THENCE N89°14'53"W 58.45 TO A 1/2 INCH REBAR YELLOW CAP STAMPED CA 0062; THENCE N89°14'53"W 1.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL-A; THENCE ALONG THE EAST LINE OF SAID PARCEL-A N00°45'07"E 96.81 FEET TO A POINT; THENCE CONTINUE ALONG SAID EAST LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 234.67 FEET, AND A CHORD BEARING AND DISTANCE OF N24°40'46"W 227.35 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT

(PARCEL A)

THAT PART OF 30 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ACROSS PARCEL-A OF *SHELTON WOODS SUBDIVISION NO. 2* RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE

OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.21 ACRES (9,330 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A ONE INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID *SHELTON WOODS SUBDIVISION NO. 2*; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 66.11 FEET, AND A CHORD BEARING AND DISTANCE OF S42°33'51"E 65.94 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 31.20 FEET, AND A CHORD BEARING AND DISTANCE OF S32°14'22"E 31.18 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-A S41°55'18"W 250.08 FEET; THENCE S28°29'19"W 44.91 FEET TO THE SOUTH LINE OF SAID PARCEL-A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A N89°14'53"W 30.52 FEET TO A ONE INCH OPEN TOP PIPE; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A S88°15'25"W 3.46 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL-A N28°29'19"E 64.39 FEET; THENCE N41°55'18"E 262.12 FEET TO THE POINT OF BEGINNING.

(PARCEL B)

THAT PART OF 30 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ACROSS PARCEL-B OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.16 ACRES (7,134 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 66.21 FEET, AND A CHORD BEARING AND DISTANCE OF S43°55'05"E 66.10 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING THE WEST LINE OF SAID PARCEL-B N31°52'47"E 116.23 FEET; THENCE N06°10'49"E 86.61 FEET TO THE NORTHWEST LINE OF SAID PARCEL-B; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL-B N40°21'06"E 53.41FEET; THENCE LEAVING THE NORTHWEST LINE OF SAID PARCEL-B S06°10'49"W 137.65 FEET; THENCE S31°52'47"W 135.68 FEET TO THE WEST LINE OF SAID PARCEL-B; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 32.55 FEET, AND A CHORD BEARING AND DISTANCE OF N35°19'45"W 32.54 FEET TO THE POINT OF BEGINNING.

SANITARY SEWER EASEMENT

(PARCEL A)

A TWENTY (20) FOOT WIDE EASEMENT WITH THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF PARCEL A, ACCORDING TO THE MAP OF SHELTON WOODS SUBDIVISION NO. 2, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LEE COUNTY, ALABAMA, IN PLAT BOOK 7 AT PAGE 112; THENCE RUN S 29°17'00" E, 29.10 FEET, MORE OR LESS, TO A POINT LYING ON THE SOUTH LINE OF PARCEL A; THENCE RUN ALONG SAID SOUTH LINE OF PARCEL A, S 88°47'00" E, 175.61 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PROPOSED 20' SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG SAID PROPOSED CENTERLINE, N 30°18'47" E, 152.82 FEET, MORE OR LESS, TO A POINT; THENCE RUN N 55°02'57" E, 56.82 FEET, MORE OR LESS, TO A POINT LYING ON THE WEST RIGHT OF WAY OF CHEROKEE ROAD, SAID POINT BEING THE POINT OF ENDING.

SAID EASEMENT LYING 10.0 FEET ON BOTH SIDES OF THE ABOVE-DESCRIBED CENTERLINE.

TOGETHER, WITH A 10' TEMPORARY CONSTRUCTION EASEMENT LYING ON BOTH SIDES OF THE ABOVE-DESCRIBED EASEMENT, THE CENTERLINE OF WHICH LIES 15.0 FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTION 19, T-19-N, R-26-E, LEE COUNTY, ALABAMA, AND CONTAINS 4,191 S.F. (0.096 ACRES), MORE OR LESS.

(PARCEL B)

A TWENTY (20) FOOT WIDE EASEMENT WITH THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF LOT 66, ACCORDING TO THE MAP OF SHELTON WOODS SUBDIVISION NO. 2, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LEE COUNTY, ALABAMA, IN PLAT BOOK 7 AT PAGE 112, SAID POINT LYING ON THE EAST PROPERTY LINE OF PARCEL B, ACCORDING TO THE ABOVE-REFERENCED PLAT, SAID PARCEL OF LAND CONVEYED TO CARY WOODS, INC.; THENCE RUN ALONG THE WEST LINE OF SAID LOT 66 AND THE EAST LINE OF SAID PARCEL B, N 21°33'04" W, 31.56 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PROPOSED 20' SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG SAID PROPOSED CENTERLINE, S 11°25'35" W, 147.83 FEET, MORE OR LESS, TO A POINT; THENCE RUN S 55°02'57" W, 58.96 FEET, MORE OR LESS, TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF CHEROKEE ROAD, SAID POINT BEING THE POINT OF ENDING.

SAID EASEMENT LYING 10.0 FEET ON BOTH SIDES OF THE ABOVE-DESCRIBED CENTERLINE.

TOGETHER, WITH A 10' TEMPORARY CONSTRUCTION EASEMENT LYING ON BOTH SIDE OF THE ABOVE-DESCRIBED EASEMENT, THE CENTERLINE OF WHICH LIES 15.0 FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN SECTION 19, T-19-N, R-26-E, LEE COUNTY, ALABAMA, AND CONTAINS 4,137 S.F. (0.095 ACRES), MORE OR LESS.

SANITARY SEWER EASEMENT AND DRAINAGE/UTILITY EASEMENT

(PARCEL A)

COMMENCE A SANITARY SEWER AND DRAINAGE/UTILITY EASEMENT AS SHOWN ACROSS PARCEL-A OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.10 ACRE (4,158 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A ONE INCH OPEN TOP PIPE AT THE NORTHEAST CORNER OF PARCEL-A OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 145.10 FEET, AND A CHORD BEARING AND DISTANCE OF S34°10’59”E 143.36 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL-A AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 10.47 FEET, AND A CHORD BEARING AND DISTANCE OF S17°40’38”E 10.47 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-A S55°07’21”W 66.88 FEET; THENCE S54°29’23”W 37.00 FEET; THENCE S25°55’38”W 125.78 FEET TO THE SOUTH LINE OF SAID

PARCEL-A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL-A N89°14'53"W 11.05 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL-A N25°55'35"E 133.03 FEET; THENCE N54°29'23"E 31.08 FEET; THENCE N45°29'37"W 69.72 FEET; THENCE N46°08'50"W 48.14 FEET TO THE NORTHWEST LINE OF SAID PARCEL-A; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL-A N40°16'55"E 15.03 FEET; THENCE LEAVING THE NORTHWEST LINE OF SAID PARCEL-A S46°08'50"E 49.17 FEET; S45°29'37"E 72.53 FEET; THENCE N55°07'21"E 63.31 FEET TO THE POINT OF BEGINNING.

(PARCEL B)

A SANITARY SEWER EASEMENT AS SHOWN ACROSS PARCEL-B OF SHELTON WOODS SUBDIVISION NO. 2 RECORDED IN PLAT BOOK 7, PAGE 112, PROBATE OFFICE, LEE COUNTY, ALABAMA CONTAINING 0.05 ACRE (1,963 SQUARE FEET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 1/2 INCH REBAR AT THE NORTHWEST CORNER OF PARCEL-B OF SAID SHELTON WOODS SUBDIVISION NO. 2; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 160.34 FEET, AND A CHORD BEARING AND DISTANCE OF S35°43'57"E 158.77 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING THE WEST LINE OF SAID PARCEL-B N55°07'21"E 41.13 FEET; THENCE N13°03'24"E 157.36 FEET TO THE EAST LINE OF SAID PARCEL-B; THENCE ALONG THE EAST LINE OF SAID PARCEL-B S21°25'32"E 17.66 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL-B S13°03'24"W 146.64 FEET; THENCE S55°07'21"W 47.47 FEET TO THE WEST LINE OF SAID PARCEL-B; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL-B AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 329.43 FEET, AN ARC LENGTH OF 10.31 FEET, AND A CHORD BEARING AND DISTANCE OF N20°53'33"W 10.31 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD unto the said **BROADVIEW PROPERTIES, FLP, A DOMESTIC LIMITED PARTNERSHIP,** their heirs and assigns forever.

IN WITNESS WHEREOF, the **CITY OF AUBURN, A MUNICIPAL CORPORATION**, has caused this deed to be executed by Ron Anders Jr., its Mayor, and Attested by Megan McGowen Couch, its City Manager, and the seal of said City of Auburn here unto affixed this _____ day of _____, 2026.

_____(L.S.)
Ron Anders, Jr.
Mayor

ATTEST:

BY:_____
Megan McGowen Crouch
City Manager

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Ron Anders, Jr. and Megan McGowen Crouch, whose names as Mayor and City Manager, respectively of **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the _____ day of _____, 2026.

_____
Notary Public

Notary Commission Expiration Date:_____

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830

Preliminary - For Submittal Review Only to City of Auburn, Alabama. Not For Construction, Recording Purposes, or Implementation
Date: 03/17/2026

PROPOSED FINAL

RECEIVED
Date: 3/17/2026
Case #: FP-2026-007

FINAL PLAT OF
CHEROKEE ROAD SUBDIVSION
A REDIVISON OF PARCEL-A & PARCEL-B OF
SHELTON WOODS SUBDIVISION NO. 2
BEING A PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 26 EAST,
AUBURN, LEE COUNTY, ALABAMA

NOTES

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey:
   -*Shelton Woods Subdivision No. 2*, Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
   -Deed Book 2549, Page 566, Probate Office, Lee County, Alabama.
3. According to the FEMA FIA NFIP Flood Insurance Map (FIRM), Map No. 01081C0043G, effective November 02, 2011, the subject property is located:
   -Zone X (not shaded) - Areas determined to be outside the 0.2% annual chance floodplain.
   -Zone AE - Special Flood Hazard Areas (SHAs) subject to inundation by the 1% annual chance flood. Base Rood Elevations (BFEs) determined.
4. Any common areas shown on this plat shall be maintained by the Homeowners Association adopted and/or established with this plat.
5. Wetlands shown were located and shown on wetland delineation report by Wildland Services, LLC dated December 23, 2024.
6. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc. that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
7. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
8. This drawing becomes void if any alterations or changes are made by others.
9. This drawing may not be altered of added to without permission from BSI, INC.
10. The purpose of this plat is to subdivide 3.50 acres into 11 lots for residential development.
11. Current Property Owners: Broadview Properties RLP
    Address: 21.00 Executive Park Opelika, AL 36801
12. Development Data:
    -Total Number of Lots: 11
    -Area of Largest Lot: Lot 10 - 0.82 Acres (35,772 Sq. Ft.)
    -Area of Smallest Lot: Lot 7 - 0.14 Acres (6,211 Sq. Ft.)
    -Total Acreage: 3.50 Acres (152,420 Sq. Ft.)

CITY OF AUBURN NOTES

13. No permanent structures may be constructed or placed on easements. Fences may be erected perpendicularly across the easement provided there is a minimum twelve (12) foot wide access gate installed. If the gate is to be locked there must be a City approved lock installed in conjunction with the owners lock. No canopy trees shall be planted within ten (10) feet of utilities.
14. By placing obstructions within or encroaching onto the easement, the property owner(s) does for itself, its successors, and assigns agree to indemnify, hold harmless and defend the City of Auburn, its officials, representatives, agents, servants and employees from and against all liability and loss which may be sustained as a result of claims, demands, costs or judgments arising out of the location of the obstruction within the easement including its reasonable costs in defending against any such claims and further agrees to release and discharge the City of Auburn from any damages to the obstruction arising from utility maintenance work within the easement or any damages to the obstruction resulting from its placement in the easement.
15. Placing any portion of an irrigation system within the easements or right of way, the property owner does for itself, its successors and assigns agrees to hold harmless and defend the City of Auburn, its officials, representatives, agents, servants, and employees from and against all liability and loss which may be sustained as a result of claims, demands, cost or judgments arising out of the location of the obstruction within the easements or right of way including its reasonable cost in defending against any such claims. The property owner further agrees to release and discharge the City of Auburn from any damages to the irrigation system arising from any work or maintenance work within the granted easement or right of way or any damages to the irrigations system resulting from its placement within the easement or right of way. Irrigation systems are limited to only laterals being placed within any easements or right of way.

DEDICATION

The State of Alabama
Lee County)

We, _____, as owners of the real property shown on this plat hereby join in the statement of Jeffrey S. Ham and certify that it is our purpose to subdivide lands so platted into lots as shown.

In witness whereof, I have here unto set my hand on this the ____ day of _____, 2026.

_____
Authorized Representative

ACKNOWLEDGEMENT

The State of Alabama
Lee County)

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

Given under my hand and official seal this the _____ day of _____, 2026.

_____
Notary Public:
My Commission Expires:

AUBURN CERTIFICATES

Approved by the Auburn City Planning Commission, Auburn, Alabama Planning

Director: _____ Date: _____

Approved by the Auburn City Engineer

Engineer: _____ Date: _____

Approved by the Auburn City Council, Auburn, Alabama

Mayor: _____ Date: _____

SURVEYOR CERTIFICATE

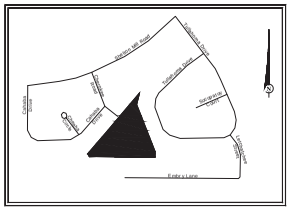
I, Jeffery S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements for the practice of surveying in the State of Alabama to the best of my knowledge, information and belief.

_____ _____
Jeffery S. Ham, PLS Date
Alabama License #

LEGEND

- Iron Pin Found And Type
- ROW — Right-of-Way
- N/F — Now or Formerly
- DB: — Deed Book
- PB: — Plat Book
- PG: — Page
- (R) — Record Distance or Bearing
- Wire Fence
- Chain Link Fence
- Wooden Fence
- Overhead Utility Lines w/ Power Pole

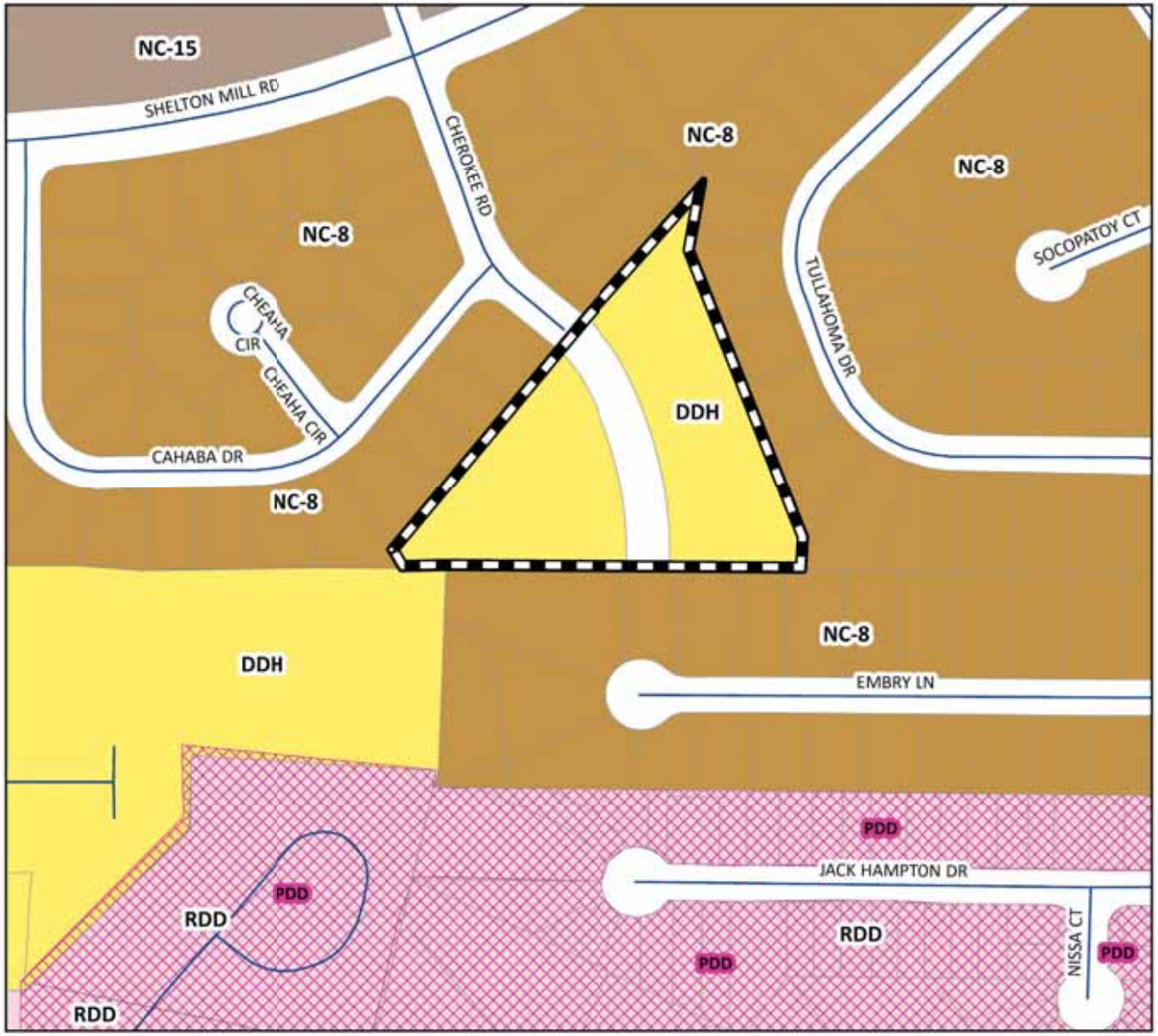
VICINITY MAP
not to scale


Cherokee Road
Cherokee Ridge
Cherokee Cove
Cherokee Trail
Cherokee Creek
Cherokee Ridge
Cherokee Ridge
Cherokee Ridge

Cherokee Road Subdivision

Final Plat

Case # FP-2026-007



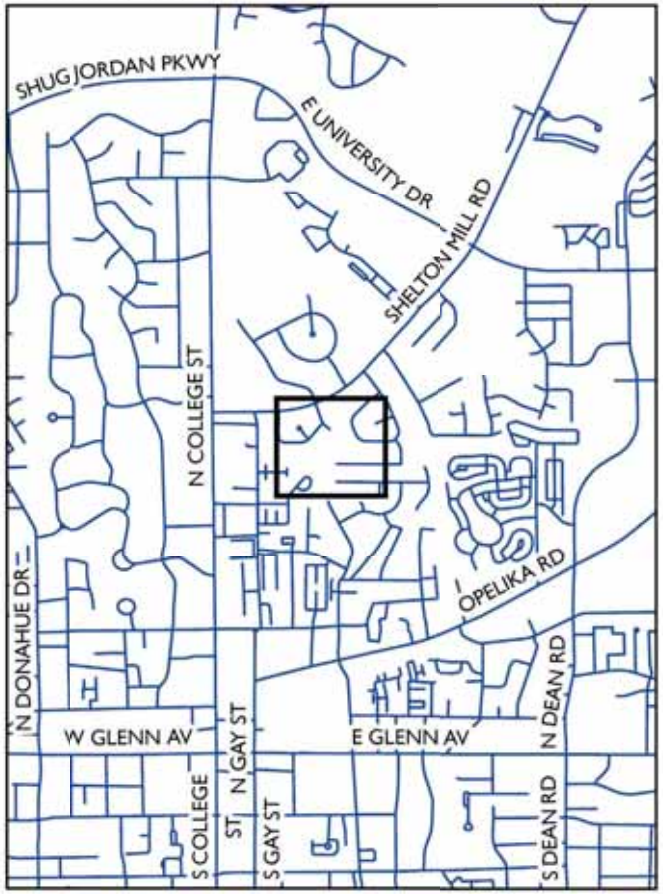
Subject Property

0 90 180 360

Feet

The applicant is requesting final plat approval for an 11-lot performance subdivision.

Vicinity Map



The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

N

Planning Dept.
04/03/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Agenda Item Summary

Item No. 10 c

Council Meeting Date	July 7, 2026
Department	Finance
Submitted By	Allison Edge
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Wildcat Investments, LLC
d/b/a Jimmy Johns
126 North College Street
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to begin the business license revocation process in accordance with City Code Section 12-4 to restrict Wildcat Investments, LLC from continuing business operations in the City of Auburn, until all delinquent license fees and taxes are remitted.

Why is Council action needed?

City Council action is required to restrain a business from continuing to operate in accordance with City Code Section 12-4.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: June 25, 2026

SUBJECT: Business License Revocation – Wildcat Investments, LLC, DBA Jimmy John's

Wildcat Investments LLC, DBA Jimmy John's (Wildcat) located at 126 N. College St. is delinquent on payment of sales taxes for the months of September 2025 through May 2026. In addition, the 2026 business license has not been renewed, nor have the occupation license fees been paid for third quarter of 2025 and first quarter 2026. Greg Majewski is the out-of-state member/owner of Wildcat. There is an extensive history of late filing and payment of monthly tax liabilities and annual business license fees as described in this memo.

In the last five years, Revenue staff has attempted to cite Mr. Majewski to municipal court multiple times but could not serve an out-of-state owner. The municipal judge approved citing the local manager as an agent of the owner. Based on this, the local manager has been cited to court multiple times. In each instance, the owner paid the outstanding taxes before the manager was scheduled to appear in court. In September 2022, staff prepared to request Council authorization to seek an injunction to close the business. The owner once again paid the outstanding taxes prior to the council meeting. However, the owner fell right back into delinquency. Revenue staff continued to send delinquent letters and attempt collection with no response.

In August 2024, January 2025, and September 2025 staff drafted resolutions to begin the business license revocation process based on the new revocation option approved by the Council in early 2024. The owner was notified in all instances, and he responded immediately with a plan to pay the outstanding balances through August 2025. Since September 2025, the business owner has failed to report and remit sales taxes and failed to renew the 2026 business license.

We are again requesting Council approval to move forward with the business license revocation process. This process will require the business owner to appear before the Council to determine if Wildcat has violated City Code or State statute related to the payment of taxes by the business and determine if such violations constitute grounds for closing the business until all licenses and taxes are paid. Council shall set a time for hearing on the matter in accordance with ordinance 341.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn is authorized, under Chapter 12, Article I, Section 12-4 of the Code of the City of Auburn ("City Code") to consider the revocation of the business license issued to any entity by the City for the violation of any provision of any ordinance of the city, or the City Code, or any statute of the state relating to the payment of taxes by the business, and

WHEREAS, the City Council has been provided with documents showing that the business known as Wildcat Investments, LLC, doing business as "Jimmy Johns", operating at 126 North College Street within the City of Auburn ("Wildcat Investments"), has received Notices of Delinquency from the City for the non-payment of sales taxes for the months of September 2025 through May 2026 as required by the provisions in City Code Section 12-87, and for failing to obtain a 2026 City of Auburn business license as required by the provisions in City Code Section 12-11, and for failing to file third quarter of 2025 and first quarter 2026 occupation license as required by provisions in City Code Section 12-34, and

WHEREAS, it has been sixty (60) days or more from the date on which the initial Notice of Delinquency was sent to Wildcat Investments;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, in accordance with City Code Section 12-4, as follows:

Wildcat Investments shall be invited to appear before the City Council, no sooner than ten (10) days following the date of this Resolution, for a hearing at which the City Council shall consider the revocation of the business license issued by the City to Wildcat Investments and a prohibition of the renewal of the business license until all taxes and license fees have been brought current. The City Manager is hereby authorized to coordinate a date, time, and location for the hearing and to provide notice of the hearing to Wildcat Investments.

The City Manager and/or her designee is hereby authorized to take all legal action, up to and including the filing of a request for an injunction, to obtain payment of all taxes to be remitted by Wildcat Investments and to restrict operations of Wildcat Investments until such time as Wildcat Investments has complied with all requirements of the City's sales tax regulations.

ADOPTED AND APPROVED by the City Council of the City of Auburn, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

CITY OF AUBURN
REVENUE OFFICE
144 TICHENOR AVE
AUBURN, AL 36830

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

Phone: (334) 501-7239
Fax: (334) 501-7297
Website: www.auburnal.gov

STATEMENT OF DELINQUENT ITEMS

2026 BUSINESS LICENSES WILL NOT BE RENEWED FOR TAXPAYERS WITH OUTSTANDING ITEMS

November 19, 2025, **ACCOUNT: 222785**

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

UNFILED PERIOD(S): 2025 SEP MONTHLY SALES TAX

2025 SEP QUARTERLY OCC

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnal.gov** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely,
Revenue Department
City of Auburn

AUBURN
ALABAMA

December 29, 2025

Re: JIMMY JOHNS
Account Id: 222785

This is a reminder that the 2025 City of Auburn business license expires on December 31st. The **2026** business license for the business shown above may be renewed online beginning January 1, 2026 at **https://selfservice.auburnalabama.org/css/** by clicking Citizen Self Service on the left side of the page. Step by step instructions for renewing can be found on the same page under Revenue Office Renew Business License in the last bullet point hyperlink **instructions**.

If this is your first time using our Citizen Self Service portal, you must first create an account by selecting Citizen Self Service on the left side of the page and then ***Sign Up***. After registering, contact the Revenue Office to link your business license account to the email address registered.

If you need assistance or would like to request a physical copy of your renewal form, please contact the Revenue Office by email at revenue@auburnal.gov or by phone at (334) 501-7239.

Please note that the last day to renew the 2026 business license on time is February 17, 2026.

Sincerely,

City of Auburn
Revenue Office
144 Tichenor Ave. Ste 6
Auburn, AL 36830
334-501-7226

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

City of Auburn

Phone: (334) 501-7239
Fax: (334) 501-7297
Website: www.auburnalabama.org

STATEMENT OF DELINQUENT ITEMS

May 19, 2026,

ACCOUNT: 222785

WILDCAT INVESTMENTS LLC
755 SCHNEIDER DR
SOUTH ELGIN, IL 60177-1161

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

Unfiled Period(s): JAN FEB MAR Monthly Sales Tax

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnalabama.org** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely,
Revenue Department
City of Auburn

CITY OF AUBURN
REVENUE OFFICE
144 TICHENOR AVE
AUBURN, AL 36830

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

Phone: (334) 501-7239
Fax: (334) 501-7297
Website: www.auburnal.gov

STATEMENT OF DELINQUENT ITEMS

June 23, 2026, **ACCOUNT: 222785**

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

Unfiled 2025 September Sales Tax, Unfiled 2025 October Sales Tax, Unfiled 2025 November Sales Tax, Unfiled 2025 December Sales Tax

Unfiled 2025 Quarter 3 Occupational License Fee

Unfiled 2026 Business License

Unfiled 2026 January Sales Taxes, Unfiled 2026 Febraury Sales Taxes, Unfiled 2026 March Sales Taxes, Unfiled 2026 April Sales Taxes, Unfiled 2026 May Sales Taxes

Unfiled 2026 Quarter 1 Occupational License Fee

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnal.gov** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely,
Revenue Department
City of Auburn

Agenda Item Summary

Item No. 10 d 1

Council Meeting Date	July 7, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Foresite Group, LLC.
2301 Ogletree Village Lane, Suite 200
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to execute Amendment No.12 in the amount of $13,300 with Foresite Group, LLC for additional services under the professional services agreement entered into with Foresite Group, LLC to provide construction administration services for the Boykin - Donahue Campus Project. The amendment provides additional construction administration services until delivery of the project by the general contractor or until October 31, 2026.

Why is Council action needed?

Council action is needed to authorize purchases of more than $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Brad Griffith, Capital Projects Director

DATE: June 29, 2026

SUBJECT: Boykin-Donahue Campus Civil Engineering/Construction Administration

On December 21, 2021, City Council approved Resolution #21-280 for professional services with Foresite Group, LLC for civil engineering services on the Boykin-Donahue Campus project. The agreement was approved in the amount of $700,745 with an additional 10% ($70,074) contingency for unforeseen conditions.

As the scope and schedule of the Boykin-Donahue Campus Project has evolved since 2021, there have been a series of amendments to the City's agreement with Foresite Group, LLC, with the most recent one, Amendment No. 5, approved by City Council on June 18, 2024, as Resolution #24-116, which increased the total agreement to $861,795 and authorized $11,900 in contingency.

The Boykin-Donahue project was originally anticipated to reach substantial completion by May 25, 2026, but the scheduled completion was amended in February by the City and general contractor to June 22, 2026. The project remains under construction and, based on information from the contractor, is now expected to be completed in the early Fall 2026.

To secure Foresite Group's services through project completion, staff is requesting that City Council approve a resolution authorizing the City Manager to execute Amendment No. 12 in the amount of $13,300 with Foresite Group, LLC. The amendment extends civil engineering services until delivery of the project by the general contractor or until October 31, 2026.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to complete construction on the Boykin-Donahue Campus project; and

WHEREAS, Foresite Group, LLC was selected by the City to provide civil engineering services for the design and construction of the Boykin-Donahue Campus project; and

WHEREAS, on December 21, 2021, City Council approved Resolution 21-280 for professional services agreement with Foresite Group, LLC in the amount of $700,745; and

WHEREAS, the total costs of Amendment Nos. 1 through 11 were approved in the amount of $200,447.50; and

WHEREAS, the project remains under construction and civil engineering services are needed from Foresite Group, LLC through completion of the construction of the Boykin-Donahue Campus project in the amount of $13,300 through Amendment No. 12. The amendment extends civil engineering services until delivery of the project by the general contractor or until October 31, 2026.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute Amendment No. 12 with Foresite Group, LLC on behalf of the City in the amount of $13,300.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

FORESITE group

2301 Ogletree Village Lane, Suite 200
Auburn, Alabama 36830
o | 334.887.6064
f | 770.368.1944
w | www.foresitegroup.net

June 26, 2026

VIA EMAIL
Will Pylant
Engineering Services Project Manager
161 North Ross Street
Auburn, AL 36830
wpylant@auburnalabama.org

Re: Project Agreement for Professional Engineering Services
Boykin Campus Development
Add Service #14: Additional Construction Administration Assistance
Auburn, AL 36830

Dear Mr. Pylant:

Foresite Group, LLC ("Foresite Group") presents this Additional Services Proposal to the City of Auburn ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below, and the following Proposal details the Scope of Services, Additional Services, Fees, Items Provided by Client, and Current Hourly Rate Schedule.

Project Understanding

Foresite Group has been requested to provide additional construction administration assistance for the Boykin Campus project.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Duration of additional construction administration is anticipated to be 4 months starting in July 2026. Construction administration efforts are expected to be completed by end of October 2026.
2. Bi-weekly attendance of OAC meetings is included in this scope. Meeting attendance to be virtual when feasible.

SECTION 1
Scope of Services

Task 1 – Additional Construction Administration Assistance

Foresite Group will provide the following services:

1. Review and respond to RFI's, submittals, and shop drawings from Contractor.
2. Review Contractor's applications for payment.
3. Assist Owner's construction manager in working with Contractor to make recommendations and review conflicts and problems that may arise during the course of the project.
4. Respond to Contractor's request for change orders, as requested by Owner's construction manager, and assist in evaluation of need.
5. Attend (8) OAC site visits and site inspections to review compliance with contract documents.
6. Attend (1) initial punch list inspection and issue memo.
7. Attend (1) final punch list inspection and issue memo.

Deliverables:

- *RFI and submittal responses*
- *Punch lists*
- *Digital photos taken on site*

SECTION 2
Additional Services

Below is a list of Additional Services that are not included in the Scope of Services as noted in Section 1 of this Letter Agreement. Foresite Group can provide these Additional Services if authorized by the Client on a separate letter agreement.

1. Surveying
2. As-builts
3. Revisions to Construction Drawings outside of addressing issues in response to RFIs

SECTION 3
Fees

Task	**Task Fee**
Task 1 – Additional Construction Administration Assistance	$23,300.00
Remaining Fee for unbilled LOMR Design Task	*-$10,000.00*
Total	**$13,300.00**

Unit Costs

Fee for each OAC Site Visit	*$1,500.00 ea*

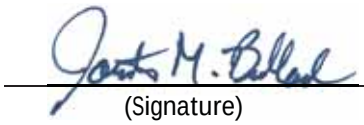
All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC, Attn: Accounts Receivable, 3740 Davinci Court, Suite 100, Peachtree Corners GA 30092.

SECTION 4
Current Hourly Rate Schedule

Principal	$ 225-285/hour
Practice Leader	$ 195-225/hour
Director of Engineering	$ 195-205/hour
Division Director	$ 150-205/hour
Senior Project Manager	$ 150-195/hour
Senior Project Engineer	$ 150-185/hour
Senior Landscape Architect	$ 150-180/hour
Project Landscape Architect	$ 120-160/hour
Project Manager	$ 130-150/hour
Project Engineer	$ 125-150/hour
Project Analyst	$ 100-125/hour
Senior Designer	$ 115-125/hour
Designer	$ 95-105/hour
CAD Drafter	$ 80-90/hour
Administrative Assistant	$ 65/hour
Expert Witness	$ 295/hour

If you agree to this add service proposal, please sign in the space below. We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, LLC

By: 
(Signature)

Name: Jonathan Bullard

Title: Greenspace + Land Design Senior Project Manger

Date: June 26, 2026

Client:
City of Auburn

By: _____
(Signature)

Name: Will Pylant
(Printed Name)

Title: Engineering Services Project Manager

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Auburn Development Services
171 North Ross St
Auburn, AL 36830
Attn: Will Pylant

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC
Attn: Accounts Receivable
3740 Davinci Ct, Suite 100
Peachtree Corners, GA 30092
ar@fg-inc.net

Agenda Item Summary

Item No. 10 d 2

Council Meeting Date	July 7, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Hoar Program Management, LLC
Two Metroplex Drive, Suite 300
Birmingham, Alabama 35209

Description of item under consideration

Resolution authorizing the City Manager to execute Amendment No. 3 in the amount of $135,600 with Hoar Program Management, LLC (HPM) for the Boykin - Donahue Project. On September 17, 2024, City Council approved Resolution No. 24-179 for professional services with HPM for management support during the construction of the Boykin-Donahue Campus Project. Due to unforeseen changes in the completion date (Exhibit 1), HPM's professional management services need to be extended. The amendment extends support services until delivery of the project by the general contractor or until October 31, 2026.

Why is Council action needed?

Council action is needed to authorize purchases of more than $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Brad Griffith, Capital Projects Director

DATE: June 29, 2026

SUBJECT: Boykin-Donahue Campus Program Management

On September 17, 2024, the City Council approved Resolution #24-179 for professional services with Hoar Program Management, LLC (HPM) for management support during the construction of the Boykin-Donahue Campus project. The agreement was approved in the amount of $836,689 with an additional 10% ($83,668.90) contingency for unforeseen conditions.

The Boykin-Donahue project was originally anticipated to reach substantial completion by May 25, 2026. The scheduled completion was amended in February by the City and general contractor to June 22, 2026. In response to the changes in the completion date, the City executed a change order (amendment 2) to HPM's contract, utilizing $83,000 of the contingency provided to extend their services through July 31, 2026.

The project remains under construction and is now expected to be completed in early Fall 2026.

To secure HPM's services through project completion, staff is requesting that City Council approve a resolution authorizing the City Manager to execute Amendment No. 3 in the amount of $135,600 with Hoar Program Management, LLC. The amendment extends program management support services until delivery of the project by the general contractor or October 31, 2026. Should the contractor complete the project prior to October 31, the City will receive a proportional credit from HPM.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to complete construction on the Boykin-Donahue Campus project; and

WHEREAS, Hoar Program Management, LLC was selected by the City to provide program management services for the construction of the Boykin-Donahue Campus project; and

WHEREAS, on September 17, 2024, City Council approved Resolution 24-179 for professional services agreement with Hoar Program Management, LLC in the amount of $836,689; and

WHEREAS, the total costs of Amendment Nos. 1 and 2 were approved in the amount of $83,000 to extend services to July 31, 2026; and

WHEREAS, the project remains under construction and program management services are needed from Hoar Program Management, LLC through completion of the construction of the Boykin-Donahue Campus project in the amount of $135,600 through Amendment No. 3. The amendment extends program management support services until delivery of the project by the general contractor or until October 31, 2026.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute Amendment No. 3 with Hoar Program Management, LLC on behalf of the City in the amount of $135,600.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

June 26, 2026

Mr. Will Pylant
City of Auburn, AL
161 North Ross Street
Auburn, AL

Subject: HPM Boykin-Donahue Campus Project Extension

Dear Mr. Pylant,

In consideration of ongoing construction delays by W.W. Compton, LLC, HPM respectfully requests an extension of our agreement for the Boykin–Donahue Campus Project from July 31, 2026 through October 31, 2026 to allow for continued construction phase services and project closeout activities. This adjustment would increase HPM's contract value from $919,689 to $1,055,289 and is based on the same personnel classifications and hourly rates established in the original agreement.

To provide flexibility, HPM proposes a credit of $2,050 per business day for each day services are not required prior to October 31, 2026, based on project progress and completion of remaining work.

HPM respectfully requests the City provide a minimum of fifteen (15) business days' written notice prior to reducing or concluding HPM's services to allow for staff demobilization and completion of remaining closeout tasks. This provision is for coordination purposes only and does not modify the termination provisions of the agreement.

All other terms and conditions of the agreement shall remain unchanged.

We appreciate the City's continued partnership and look forward to supporting the successful completion of the project.

Sincerely,

Jordan T. Dean

Agenda Item Summary

Item No. 10 d 3

Council Meeting Date	July 7, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

Description of item under consideration

Resolution authorizing the City Manager to execute Task Order DS 02-2026 for professional services with Foresite Group, LLC, in the amount of $2,400,000 for professional services and deliverables for design, permitting, bidding, and construction phase services for the construction of Richland Park.

Why is Council action needed?

Council action is needed to authorize purchases of more than $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Brad Griffith, Capital Projects Director

DATE: June 22, 2026

SUBJECT: Richland Park design, permitting, bidding, and construction administration

At its May 6, 2025, meeting, the City Council approved a task order with Foresite Group, LLC to develop a conceptual park master plan the proposed Richland Park, taking into consideration the recreational and athletic needs of the community. The resulting plan prepared by Foresite Group included recreational and athletic facilities, including baseball and softball fields, as well as the infrastructure and improvements associated with public park facilities. Following development of the conceptual master plan, at its April 7, 2026, meeting, the City Council authorized the execution of an agreement with the Foresite Group, LLC to perform a site survey to collect data for detail design of the new facilities.

Staff recommend the City proceed with design and construction of Richland Park. The following proposal and task order with Foresite Group, LLC describes the design, bid, and construction phase services to be provided for the Richland Park concept master plan. The proposal provided by Foresite Group, LLC, provides further details as to the scope of services to be provided. The proposed task order for professional services is in the amount of $2,400,000.

RESOLUTION NO. _____

WHEREAS, the City Council of Auburn, Alabama recognizes that it is in the best interests of the City of Auburn to construct Richland Park; and

WHEREAS, the construction of Richland Park requires professional services to design, permit, and assist in bidding and construction of the project; and

WHEREAS, Foresite Group, LLC was selected as the company to provide such professional services and has submitted a proposal in an amount not to exceed $2,400,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Auburn to execute a Task Order with Foresite Group, LLC that outlines services and deliverables to design, permit, and assist in bidding and construction for Richland Park; and

WHEREAS, the City of Auburn requests an agreement with Foresite Group, LLC for Task Order DS 02-2026 for professional services in an amount of $2,400,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute this Task Order DS 02-2026 with Foresite Group, LLC on behalf of the City in the amount of $2,400,000 and further authorizes an additional ten percent (10%) of the contract amount ($240,000) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

TASK ORDER No. DS 02-2026

Foresite Group, LLC (Firm) agrees to perform and complete the following work for the City of Auburn, Alabama, (City) for the **Richland Park design, bidding, and construction administration** in accordance with the terms and conditions of the Master Agreement for Professional Services (Agreement) dated May 6, 2025, between the Firm and the City, all of which terms and conditions are incorporated herein by reference.

For performance under this Task Order, The City shall pay the Firm the amount and manner which is described in the survey proposal after receipt of an acceptable invoice reflecting services provided and deliverables executed in accordance with the approved scope of work described in the survey proposal.

SCOPE OF WORK

See attached proposal (page 2), Scope of Services.

The City and the Firm shall each designate an authorized representative through whom each party shall be represented for the execution of this Task Order No. 02-2026.

City of Auburn, AL	**Foresite Group, LLC**
	Brett C Basquin
City Manager	
Date: _____	Date: June 26, 2026

FORESITE group

2301 Ogletree Village Lane, Suite 200
Auburn, Alabama 36830
o | 334.887.6064
f | 770.368.1944
w | www.foresitegroup.net

June 5, 2026

VIA EMAIL
Will Pylant
Project Manager- Facilities
City of Auburn Development Services
171 North Ross Street
Auburn, AL 36830
wpylant@auburnal.gov

Re: Project Agreement for Professional Engineering Services
Richland Park Development
Auburn, AL

Dear Mr. Pylant:

Foresite Group, LLC. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to the City of Auburn ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below and the Letter Agreement details the Scope of Services, Additional Services, Fees, Items Provided by Client, and Current Hourly Rate Schedule.

Project Understanding

Based on information provided to us and correspondence with you, we understand that you are requesting a proposal to provide Professional Design Services for park design for Richland Park Development. Scope includes geotechnical borings and report, civil site engineering, landscape architecture, architecture, structural engineering, MEP design, site electrical engineering, irrigation design, permitting, bidding assistance, and construction administration assistance.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. **Proposal is valid for 6 months from date submitted to Client.**
2. **Architecture and MEP design work will be completed by McMillan Pazdan Smith Architecture, Irrigation will be completed by Hines, Inc, site electrical design will be completed by Weiser Engineering, and geotechnical investigation and testing will be completed by ACAI. All other design disciplines will be in-house, including civil engineering, landscape architecture, and structural engineering. Meetings during design will be conducted online when practicable.**
3. **Design for the park development will be based upon the approved master plan shown in Exhibit 'A' and completed by Foresite Group and dated February 5, 2026.**
4. **Design will include:**
    a. **Two 5-spoke 225' diamond ballfield wagon wheels (maximum of 10 diamond fields).**

b. Two Restroom and concession buildings- one in each wagon wheel.
c. Covered batting cages with adjacent uncovered practice areas as space allows.
d. Approximately 2500 sf playground.
e. 240'x360' multi-purpose sodded athletic field.
f. One 3,600 sf stick built timber pavilion.
g. Several prefabricated circular 30' pavilions.
h. Approximately 3,000 sf maintenance building.
i. Associated parking – approximately 600 spaces.
j. Paved trail system as shown.
k. Associated hardscape connections and plaza areas as shown.
l. Associated site electrical and lighting.

5. Final field and playground sizes will be indicated based on sizes provided by COA.
6. Design would require delivery of utility and topographic survey (completed by others).
7. Architect will assist in determining size, building configuration, and furniture/concession equipment layout as part of this scope.
8. Scope includes design for synthetic turf diamond fields. Should Client desire sodded fields, redesign of diamond fields is included in this proposal if approved prior to commencement of design development phase of design.
9. Maintenance building will be stick built and designed as conditioned space. Design will include two large indoor bays, one covered outdoor bay, a restroom, office, and utility rooms. Structural design and MEP design is based on the maintenance building being stick built. Assume no electric cart charging and no hazardous material storage.
10. There will be at least three pavilions specified for this site. Two will be off the shelf manufactured pavilions with stone or brick specified around the columns. The larger 3,600 SF pavilion will be stick built with timber and standing seam roof, along with stone or brick specified at columns to match.
11. Schematic design will be submitted to Client for review, to include field layouts, trails and pathways, parking, general tree layout, storm water piping, building locations, building plans and finish floor elevations, fencing, and wall layout.
12. Scope includes design for accommodating a new left turn lane and dedicated right turn only onto Will Buechner Parkway from proposed Richland Parkway.
13. Scope includes site lighting design for pedestrian pathways, and general assembly areas.
14. Sports field lighting design and photometrics will be completed by Musco. Foresite will coordinate this effort and integrate Musco's design and pole locations with site plans.
15. MEP plans for buildings will not be submitted until the design development phase.
16. Scope includes design of conduits with pull wires to scoreboards.
17. Parking lot lighting design and photometrics will be completed by Alabama Power with coordination by Foresite Group.
18. Trails beyond the roadway corridor and called out as #1 in Exhibit 'A' will not be illuminated.
19. Scope includes lighting study to determine light spill to adjacent neighborhoods from park.
20. Scope includes utility coordination bringing service to the site.
21. Scope to indicate site fiber data service from street to connection point(s) in building(s) and design conduit and low voltage connections for Client specified cameras, access control, data/WAPs, timeclocks, and PA speaker system. All headend equipment and programming design will be provided by the Client.
22. Utility service design will consider future phases including additional conduit and sleeving under roadways.
23. Restrooms will be designed as conditioned spaces, with heating and cooling capabilities.
24. Concessions buildings will be designed for full kitchen to include grease trap and appurtenances.

25. **Structural design includes all buildings, walls under 4' and foundation for the prefabricated maintenance building.**
26. **Walls over 4' are anticipated to be modular. Civil design of modular block walls is included, but structural by others. Final engineering of walls would be provided by vendor as shop drawings, to be reviewed by Foresite Group.**
27. **Irrigation plans will not be submitted until the design development phase.**
28. **Design will require permitting through the Alabama Department of Environmental Management (ADEM). Client will submit NOI for NPDES permit with assistance from Foresite Group.**
29. **Erosion control monitoring per ADEM requirements during the project construction phase will be provided by Foresite Group and is part of this scope.**
30. **Foresite will provide a traffic study for the proposed design.**
31. **Construction is anticipated to last up to a maximum of fifteen (15) months in duration.**
32. **Floodplain modeling and application for letter of map revision (LOMR) is not included due to Master Plan design precluding this scope of work.**
33. **Site plans and specifications will include vehicle and pedestrian temp traffic control design/devices and requirements for the contractor to submit detailed schedules and follow all design recommendations for construction activities. Clear 'no-work' conditions and restrictions provided by the Client will be included.**
34. **Construction fencing and security requirements will be shown in the construction drawings.**
35. **Signage design will include wayfinding signage locations, kiosk design, and monument sign for the park entry gate. Signage graphics will be provided by the Client per City standards and not custom graphic designs.**
36. **Project bid package will include recommendations and feedback on allowances, unit prices, and bid alternates.**
37. **Scope includes development of a log of owner furnished/owner installed and owner furnished/contractor installed items in plans and specifications.**
38. **Construction plans will include coordination and specification of a job site trailer that meets or exceeds requirements by Owner and Owner's representative, to be provided by contractor.**
39. **Foresite Group will interface with Owner developed Procore portal throughout design and construction of project.**
40. **Sanitary sewer and water service are located within the survey area and have the capacity to handle the proposed development without off-site extension.**
41. **A geotechnical investigation and report will be completed after the schematic design has been approved to determine boring locations.**
42. **This proposal assumes all clearing to make bore locations are accessible to CME 550 rubber-tired ATV drilling equipment.**
43. **Geotechnical services during the construction phase of the project are included in this scope of work.**
44. **Geotechnical engineer will perform occasional site visits for observations and monitoring services.**
45. **Geotechnical engineer will not review the acceptability of the contractor's safety measures in, on, adjacent to, or near the construction site.**
46. **All samples collected by geotechnical engineer will be retained for six (6) weeks after the submission of the final geotechnical report. After the 6-week period, engineer will properly dispose of the samples unless the client has requested the samples be retained for more the 6 weeks per written request.**
47. **We understand that the Client will coordinate directly with an Owner's representative program manager for coordination, tracking, reporting, and cost estimation during the design and bidding phases and for day to day activities and reporting on site during the construction phase. Foresite Group and its subconsultants will coordinate with the Owner's representative during all phases of design and construction.**

SECTION 1
Scope of Services

Task 1 – Schematic Design: *Foresite Group will complete the following:*

1. **Develop a schematic design plan based on the master plan.**
2. **Prepare 30% level (Schematic) construction plans. The schematic design plans will include the following drawings:**
    a. **Cover Sheet**
    b. **Survey**
    c. **Site Plan**
    d. **Grading and Drainage Plan**
    e. **Utility Layout (water & sanitary sewer)**
    f. **Construction Details**
    g. **Architectural Plans**
    h. **Preliminary Landscape Plan (trees only)**
3. **Review schematic design with the Client.**
4. **Update schematic design based on Client review.**
5. **Make revisions based on Client comments.**

Deliverables:

- *PDFs of Schematic Design Plans*

Task 2 – Geotechnical Report: *A subconsultant of Foresite Group will complete the following:*

1. **Complete a geotechnical investigation and report for the site which will include the borings proposed in the locations noted in Exhibit 'B'.**

Deliverables:

- *PDFs of the final Geotechnical Report and map(s)*

Task 3 – Design Development: *Foresite Group will complete the following:*

1. **Prepare 50% level (design development) construction plans. The design development will include the following drawings:**
    a. **Cover Sheet**
    b. **Survey**
    c. **Demolition Plan**
    d. **Site Plan**
    e. **Grading and Drainage Plan**
    f. **Utility Layout (water & sanitary sewer)**
    g. **Profiles**
    h. **Construction Details**
    i. **Landscape Plan and Details**
    j. **Architectural Plans**
    k. **MEP Plans**
    l. **Structural Plans**
    m. **Site Electrical/Lighting Plans**
    n. **Irrigation Plan and Details**
2. **Complete preliminary hydrology study.**
3. **Meet with the Client to review the design development level plans.**

4. **Incorporate Clients comments into the design.**

Deliverables:

- *PDFs of Design Development Plans*

Task 4 – Construction Documents and Permitting: *Foresite Group will complete the following:*

1. **Prepare 100% level construction documents. The design documents will include the following drawings:**
    a. **Cover Sheet**
    b. **Notes Sheet**
    c. **Survey**
    d. **Demolition Plan**
    e. **Site Plan**
    f. **Grading and Drainage Plan**
    g. **Storm Drainage Profiles**
    h. **Utility layout (water & sanitary sewer)**
    i. **Sanitary Sewer Profiles**
    j. **Three Phase Erosion Control Plans and Details**
    k. **Tree Protection and Landscape Plan and Details**
    l. **Construction Details**
    m. **Architectural Plans**
    n. **MEP Plans**
    o. **Structural Plans**
    p. **Site Lighting and Electrical Plans**
    q. **Irrigation Plan and Details**
2. **Meet with Client to review design drawings.**
3. **Submit plans to DRT for review.**
4. **Address DRT comments and acquire approval of plans.**
5. **Develop and assemble technical specifications.**
6. **Incorporate Client comments into a final bid package and host documents for prospective bidders.**

Deliverables:

- *PDF of Construction Plans*
- *PDF of Technical Specifications*
- *Hydrology Report*

Task 5 – Bidding Assistance and Construction Administration Assistance: *Foresite Group will complete the following:*

1. **Attend pre-bid meeting.**
2. **Assist with addressing and developing addendums.**
3. **Assist with reviewing bids and review references for issuance of letter of recommendation.**
4. **Attend pre-construction meeting.**
5. **Submit a conformed set of plans, dwg files and specifications.**
6. **Respond to RFI's from Contractor.**
7. **Assist City Project Manager in working with Contractor to present recommendations to review conflicts and problems that may arise during the course of the project.**
8. **Review Contractor's submittals.**

9. **Respond to Contractor's request for change orders, as requested by the City Project Manager, and assist in evaluation of need.**
10. **Review Contractor's applications for payment.**
11. **Perform, with the City Project Manager, punch list meetings.**
12. **Geotechnical engineer will attend site meeting to review the following:**
    a. **Proof rolling.**
    b. **Structural fill placement.**
    c. **Soil field density testing.**
    d. **Foundation soil bearing capacity verification.**
    e. **Reinforcement placement verification.**
    f. **Sample concrete, cast test cylinders, cylinder curing and compressive strength tests.**
    g. **Sample grout, cast test prisms, prism curing and compressive strength tests.**
    h. **Structural steel inspections.**
    i. **Asphalt placement observation and density testing.**
    j. **Soil laboratory proctor, particle size distribution, and Atterberg Limits tests.**
13. **Site visits and site inspections to review compliance with contract documents.**
    a. **A representative from Foresite Group will complete twenty-five (25) OAC site meetings, one (1) pre-construction meeting, ten (10) supplemental meetings and four (4) punch list meetings, for a total of up to forty (40) site visits.**
    b. **Architect will complete up to fifteen (15) site visits.**
    c. **MEP engineer will complete up to three (3) site visits.**
    d. **Structural engineer will complete up to two (2) site visits.**
    e. **Geotechnical engineer will attend meetings on an as-needed basis during construction.**

Deliverables:

- *Plans and specifications*
- *Plan holder's list*
- *Bid Addenda*
- *RFI and submittal responses*
- *Site memos*
- *Site photographs*
- *Geotechnical testing reports*
- *Punch lists*

SECTION 2
Draft Schedule

1. **Schematic Design and Geotechnical Report (30% Drawings): 3 months (concurrently)**
2. **Design Development (50% Drawings): 4 months**
3. **Construction Documents (100% Drawings): 5 months**
4. **Permitting, Bidding & Procurement: 3 months**
5. **Construction Administration Assistance: 15 months**

SECTION 3
Items Provided by Client

1. **Application, City Inspection, and Permit Fees.**

SECTION 4
Additional Services

Below is a list of Additional Services that are not included in the Scope of Services as noted in Section 1 of this Letter Agreement. Foresite Group, or a subconsultant of the same, can provide these Additional Services if authorized by the Client on a separate letter agreement.

1. **Additional design approaches after review and approval by the Client.**
2. **Easement exhibits and/or legal descriptions.**
3. **Phased design drawings.**
4. **Construction administration assistance for multiple construction contracts.**
5. **Plan modifications due to Client requests subsequent to design commencement including zoning ordinance changes.**
6. **Any private utility design (i.e. power, telephone, gas, septic, etc.)**
7. **Custom signage design/branding.**
8. **Floodplain Modeling and Application for Letter of Map Revision (LOMR)**
9. **Audiovisual system design.**
10. **Environmental or hazardous materials report.**
11. **Fees associated with extended storage of geotechnical samples.**
12. **Opinions of probable cost.**

SECTION 5
Fees

Task	Task Fee
Task 1 – Schematic Design	$320,000.00
Task 2 – Geotechnical Report	$80,000.00
Task 3 – Design Development	$500,000.00
Task 4 – Construction Documents and Permitting	$700,000.00
Task 5 – Bidding Assistance and Construction Administration Assistance:	$800,000.00
Total	**$2,400,000.00**

Progress Billing Schedule:

- **10k/month for 15 months design**
- **50k/month for 15 months construction**

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC, Attn: Accounts Receivable, 3740 Davinci Court, Suite 100, Peachtree Corners GA 30092.

SECTION 6
Hourly Rate Schedule
(To be Adjusted Annually)

Principal	**$ 285-415/hour**
Practice Leader	**$ 265-305/hour**
Chief Engineer	**$ 280-305/hour**
Division Leader	**$ 200-265/hour**
Senior Project Manager	**$ 200-280/hour**
Senior Project Engineer	**$ 200-270/hour**
Senior Landscape Architect	**$ 140-180/hour**
Project Landscape Architect	**$ 125-170/hour**
Project Manager	**$ 140-180/hour**
Project Engineer	**$ 155-185/hour**
Senior Project Analyst	**$ 150-170/hour**
Project Analyst	**$ 125-140/hour**
Senior Designer	**$ 140-185/hour**
Designer	**$ 105-120/hour**
Surveyor (Subconsultant)	**$ 120-250/hour**
Survey Crew (2-Person) (Subconsultant)	**$ 220-250/hour**
CAD Drafter	**$ 85-105/hour**
Administrative Support	**$ 80-125/hour**

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments. If you agree to the terms of this Letter Agreement and the Master Services Contract attached hereto and incorporated herein, please have an authorized representative sign this Letter Agreement in the space below.

Sincerely,
FORESITE GROUP, LLC



By:	_____ (Signature)	_____ (Signature)
Name:	**Anthony Pappas, PLA**	**Brett C Basquin, P.E.**
Title:	**Senior Project Manager - Greenspace**	**Principal**
Email:	**apappas@fg-inc.net**	**bbasquin@fg-inc.net**
Date:	**June 5, 2026**	**June 5, 2026**

Client:
City of Auburn

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Auburn Development Services
171 North Ross Street
Auburn, AL 36830
Attn: Will Pylant

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC
Attn: Accounts Receivable
3740 Davinci Ct, Suite 100
Peachtree Corners, GA 30092
ar@fg-inc.net

Exhibit 'A'
Master Plan



Exhibit 'B'
Boring Locations



Agenda Item Summary

Item No. 10 d 4

Council Meeting Date	July 7, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Hoar Program Management, LLC
Two Metroplex Drive, Suite 300
Birmingham, Alabama 35209

Description of item under consideration

Resolution authorizing the City Manager to execute Task Order DS 01-2026 for professional services with Hoar Program Management, LLC, for an amount not to exceed $2,242,000. The task order outlines services and deliverables from Hoar Program Management, LLC to supplement City of Auburn staff with design, pre-construction, and construction phases of the Richland Park project.

Why is Council action needed?

Council action is needed to authorize purchases of more than $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Brad Griffith, Capital Projects Director

DATE: June 17, 2026

SUBJECT: Richland Park Program Management

Staff recommend that the City proceed with design and construction of the proposed Richland Park, located at the southeast corner of Richland Road and Will Buechner Parkway, consistent with the conceptual plan developed for the site. The concept plan includes recreational and athletic facilities, including baseball and softball fields, as well as the associated infrastructure and improvements associated with public park facilities.

To facilitate this work, staff is requesting that City Council approve a resolution authorizing the City Manager to execute a Master Agreement for Professional Services and Task Order DS 01-2026 with Hoar Program Management, LLC (HPM). The task order outlines services and deliverables from HPM to augment City of Auburn staff with management support during design, bid, and construction phases of the Richland Park project.

The following proposal and task order with HPM describes the program management services associated with the design, bid and construction phases of Richland Park. HPM proposes to provide the program management services described in their proposal for $2,242,000.

RESOLUTION NO: _____

WHEREAS, the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City to construct Richland Park; and

WHEREAS, the construction of Richland Park requires professional and program management services to augment staff in the management of contractors and consultants for the design, bid and construction phase services; and

WHEREAS, Hoar Program Management, LLC (aka HPM) was selected as the company to provide such services and has provided a proposal in the amount of $2,242,000; and

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to execute a Master Agreement for Professional Services and Task Order with Hoar Program Management, LLC attached hereto providing an outline of services and deliverables to supplement staff with design, pre-construction, and construction phases of Richland Park; and

WHEREAS, the City of Auburn requests an agreement with Hoar Program, LLC for Task Order DS 01-2026: Richland Park Program Management in the amount of $2,242,000 and further authorizes an additional ten percent (10%) of the contract amount ($224,200) as contingency for unforeseen conditions.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute this Master Agreement for Professional Services and Task Order DS 01-2026 with Hoar Program Management, LLC on behalf of the City in the amount not to exceed $2,242,000 and further authorizes an additional ten percent (10%) of the contract amount ($224,200) as contingency.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

Docusign Envelope ID: 0A6EED1F-5463-8278-80E0-D1F53C88FCD0

City of Auburn

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on this _____ day of _____, 2026, by and between_____, hereinafter called the Firm and the **City of Auburn, Alabama**, hereinafter called the City.

WHEREAS, the City from time to time requires professional services in connection with engineering planning, design, construction, maintenance, and management of infrastructure projects associated with the City's public assets; and

WHEREAS, the Firm is willing to serve a professional consultant in those assignments to which this Agreement applies, and in such capacity as is willing to give consultation and advice to the City during the performance of the Firm's services under the terms and conditions of this Agreement, as supplemented by a written authorization, hereinafter called a "Task Order", signed by the City and the Firm for each project, task or service under this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the City and the Firm hereby agree as follows:

ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 The City hereby engages the Firm to provide professional services in accordance with the Contract Documents (defined in Section 4.1 hereof), and the assignments described in each Task Order, and the Firm hereby accepts such engagement, upon the terms and conditions hereinafter set forth. The particular project, specific Services, work schedule, and cost or estimated cost will be mutually agreed upon and set forth in a Task Order issued by City under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference. The provisions of this Agreement shall apply to Task Orders.

1.3 If the Firm is of the opinion that any services requested hereunder are beyond the scope of the Services as provided in the Contract Documents, the Firm shall promptly notify the City in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Services as provided in the Contract Documents shall be performed by the Firm unless the City shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the City and the Firm. In the event of noncompliance with the foregoing, the Firm shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

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1.5 The term "**Change Order**" as used herein is a written order to the Firm, issued and signed by the City after execution of this Agreement, authorizing a change in the Services. Unless the Firm requests a modification in such Change Order, the Firm shall sign the Change Order and return a copy thereof to the City within ten (10) business days after it has received the same. The Firm shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of Firm to respond to a Change Order within such ten (10) day period shall be deemed to signify Firm's acceptance of such Change Order as if Firm had signed the same without modification. If Firm requests a modification of a Change Order, the City shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

ARTICLE 2 - TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 9 below, the Firm shall commence the Services and complete work, including milestone deliverable dates as defined in the Task Order, unless extended or adjusted by the project manager.

2.2 The terms and conditions of this Agreement shall commence on the Effective Date and remain in full force and effect for a period of five (5) years.

2.3 If the Firm is delayed at any time in the progress of the Services by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Firm’s control and without the fault or negligence of Firm, the Firm shall prepare and submit to the City within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The Firm shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The City may determine, in its sole discretion, after the receipt of such notice of delay from the Firm, whether to terminate this Agreement in accordance with Article 9 hereof or extend the Term by Change Order for such time as the City may determine.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 The City shall pay the Firm a fee for completion of the Services determined in accordance with the Cost Proposal attached to the Task Order. The fee payable to the Firm hereunder shall not exceed the “Contract Price” unless the Firm has requested, and the City has authorized in writing, an increased amount. Should the Firm anticipate exceeding the Contract Price, the Firm shall notify the City in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the Firm's best estimate of the number of hours and additional expenses the Firm will require to complete the services. If a request to increase the Contract Price is made but not accepted, the Firm shall still be obligated to continue providing services until the Services is completed. If the City and the Firm agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

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3.2 For each Task Order, the Firm shall submit an invoice to the City monthly based, as applicable, upon the percentage of Services completed and expenses incurred as of the billing period. Each such invoice shall also contain the Firm's certification that the task or portion of the Services described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due has been paid, and that the amount of such invoice is due to the Firm.

3.3 Prior to the payment of the invoice, the City will review the data provided by the Firm. The Firm will be required to correct any errors or inaccuracies discovered by the City at no additional cost to the City. Once all discrepancies are corrected the City shall pay the full amount of the invoice within twenty-eight (28) calendar days. If, however, the City objects to all or any portion of any invoice, the City shall so notify the Firm of the same, stating the reasons for the objection. The City shall be entitled to withhold payment of any amounts in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, associated Task Orders, and attached Exhibit(s) as applicable, all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 The City shall direct its officers, agents, other consultants and employees to render all reasonable assistance and provide available data to the Firm in connection with its performance of the Services under this Agreement and associated Task Orders. The City agrees to furnish to the Firm copies of any previous reports, data and drawings which may be available and are pertinent to the Services. All such data provided shall remain the property of the City and shall be returned to the City promptly. The City shall authorize any reproduction of these items.

5.2 The City shall respond to all submitted questions within two (2) business days.

5.3 With due diligence the City shall investigate and attempt to locate lost features in the field when requested by the Firm.

5.4 The City shall complete quality control on all deliverables within ten (10) business days.

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ARTICLE 6 - FIRM'S REPRESENTATIONS AND RESPONSIBILITIES

6.1 The Firm represents to the City that it has the authority to enter into this Agreement and associated Task Orders and to perform the Services, and that it is licensed to do business within the City of Auburn and authorized to conduct business in the State of Alabama. The Firm further represents that all Services performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (c) will conform to the standard of care, skill and diligence exercised by program managers performing the same or similar services.

Firm is responsible for making an independent evaluation and judgment of all conditions affecting performance of the Services, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Firm's responsibilities under this section shall not be delegated. Firm shall be responsible to City for negligent acts, errors, or omissions of Firm's and for conduct failing to comply with the standard of care.

Firm is responsible for making an independent evaluation and judgment of all conditions affecting performance of the Services and shall, in accordance with the standard of care, prepare plans, reports, and/or other instruments of service in such a way that additional costs will not be incurred beyond the approved engineering budget.

Whenever the scope of Services requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and associated Task Orders and determining whether the Firm is entitled to payment for such Services, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the Services, and shall not relieve the Firm of responsibility for complying with the standard of care or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards.

6.2 The Firm shall at all times enforce strict discipline and good order among its employees and shall not employ for the Services (a) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project. In the accordance with the standard of care, the Firm shall be responsible to the City for the acts and omissions of its employees, agents, and other persons performing any of the Services for the Firm. The City reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Services.

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6.3 The Firm shall maintain accounting records, in accordance with generally accepted accounting principles. Records relating to a Task Order will be available to City for a period of two (2) years after Firm's final invoice pursuant to that Task Order for examination.

ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY

7.1 The Firm agrees to advise fully all of its employees and others working for the Firm concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the City; and to take the steps necessary to assure that such procedures are complied with.

ARTICLE 8 - INSURANCE AND HOLD HARMLESS AGREEMENT

The Firm will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per claim and $1,000,000.00 aggregate. If the general liability insurance and/or the professional liability insurance is on a claims-made basis, the Firm will maintain coverage in force for a period of two (2) years following completion of the Services specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation insurance and employers' liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease – each employee and $500,000.00 disease policy limit. The Firm is responsible for the payment of any deductibles or self-insured retentions. The Firm's insurance is primary. If the Firm carries higher coverage limits than those specified above, the higher coverage limits will apply.

The certificate of insurance shall provide the City with thirty (30) days written notice of cancellation of any of the coverage named in said certificate with waivers of subrogation in favor of the City for each of the coverages listed on the certificate of insurance.

The City will be named as an additional insured under the Firm's general liability insurance and automobile liability insurance policies.

The Firm shall require certificates of insurance from sub consultants. These certificates shall evidence waivers of subrogation in favor of the Firm and the City and shall be made available to the City upon request.

The Firm agrees to indemnify and hold harmless the City, its officials, representatives, servants, and employees (collectively, City) from all suits, damages, judgments, liability and expense,

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including reasonable attorneys' fees and litigation expenses, for personal injury and property damage to the extent caused by the fault or negligence of the Firm, or its sub consultants or anyone for whom the Firm is legally liable, in the performance of the Services under this Agreement. This obligation will survive the payment of any losses by the Firm's insurance company.

ARTICLE 9 - TERMINATION

9.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Services, as accepted by the City, or upon receipt of the aforesaid notice of termination, Firm shall deliver to the City all of the following:

(a) All drawings, documents, reports and all other Services relating in any way to any portion of the Services. The instruments of service, including without limitation, all writings, Services sheets, reports, recordings, drawings, files, detailed calculations and other instruments of service, whether complete or incomplete, of Firm resulting from services rendered pursuant to this Agreement, shall become the property of City upon payment in full for services performed in accordance with the Contract Documents. Firm grants the City a perpetual license to retain and use the instruments of service, and all derivatives therefrom. City acknowledges that its use of the instruments of service is limited to the purposes contemplated by the scope of Services and that the Firm makes no representation of the suitability of the instruments of service for use in or application to circumstances not contemplated by the scope of Services.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2010) format as appropriate for the particular instruments of service or, if directed by the City Representative in Adobe Acrobat PDF format.

(b) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the City.

(c) Final itemized invoice for payment. The Firm shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the City may have.

ARTICLE 10 - MISCELLANEOUS

10.1 Firm shall only take instructions from the person or persons who are authorized in writing by the City to give the same as defined in each Task Order.

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10.2 The Services shall be performed by Firm in such a manner and at such times so as to not interfere or interrupt the City's operations.

10.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

10.4 This Agreement and all associated Task Orders shall be subject to and governed by the laws of the State of Alabama. The Services and performance of same shall comply with all applicable City, county, state and federal codes, rules, regulations and orders.

10.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

10.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

10.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

10.8 Legal actions arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

10.9 Firm may not assign this agreement without the written permission of the City.

10.10 During the performance of services under this Agreement and associated Task Orders, Firm may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Firm agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Firm's scope of Services , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law. Firm shall treat all records and instruments of service prepared or maintained by Firm in the performance of this Agreement as confidential.

A violation by Firm of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Firm's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

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

Initial MD

DocuSigned by:
3403DCCE1DF247C...
AUTHORIZED SIGNATURE

SEAL

Brooks Ballentine
PRINTED NAME

ATTEST:

BY: DocuSigned by:
4B1C8BFB1B4F4BB...

Vice President
TITLE

NAME: Jared Scheeter

TITLE: VP of Corporate Operations

Hoar Program Management, LLC
FIRM'S NAME

Two Metroplex Drive, Suite 300
STREET ADDRESS

Birmingham, Alabama 35209
CITY, STATE

205-423-3500
TELEPHONE NUMBER

FAX NUMBER (Optional)

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY:
CITY MANAGER

ASSISTANT CITY CLERK

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City of Auburn

TASK ORDER No. DS 01-2026

Hoar Program Management, LLC (Firm) agrees to perform and complete the following work for the City of Auburn, Alabama, (City) for **Richland Park Program Management** during design, bidding, and construction in accordance with the terms and conditions of the Master Agreement for Professional Services (Agreement) dated June 29, 2026, between the Firm and the City, all of which terms and conditions are incorporated herein by reference.

For performance under this Task Order, The City shall pay the Firm the amount and manner which is described in the proposal after receipt of an acceptable invoice reflecting services provided and deliverables executed in accordance with the approved scope of work described in the proposal.

SCOPE OF WORK

See attached Proposal (page 2) and Exhibit A - Scope of Work.

The City and the Firm shall each designate an authorized representative through whom each party shall be represented for the execution of this Task Order No. DS 01-2026.

Initial JTD

City of Auburn, AL	**Hoar Program Management, LLC**
	DocuSigned by: 3403DCCE1DF247C...
City Manager	Vice President
Date: _____	Date: 7/2/2026

DS AJS

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June 17, 2026

Mr. Will Pylant
City of Auburn, AL
161 North Ross Street
Auburn, AL

Subject: HPM Richland Park Proposal

Dear Mr. Pylant,

We appreciate the opportunity to submit this proposal and are excited about the potential to continue our partnership with the City of Auburn on Richland Park. We value the City's trust in our team and look forward to supporting the successful delivery of Phase 1.

Project Understanding & Approach

- Project Description: Design and construction of Phase 1 of Richland Park project.
- Project Location: Intersection of Richland Road and Will Buechner Pkwy
- Project Size: Approximately 45 acres
- Program Schedule: Total of 32 months; Design – 12 months, Permitting/Bidding – 5 months, Construction – 15 months

Scope of Services Summary

Our proposed scope of services is as follows:

- Assignment of a **full-time Project Manager** for the entire duration of the project to manage design coordination, constructability reviews, procurement, construction, and closeout activities.
- **Pre-construction support** following completion of the **SD, DD, and CD drawing sets**, to perform an independent cost estimate, focused on budget validation, and cost alignment to help ensure the design is in alignment with the target value.
- An **onsite Field Coordinator during construction** to oversee schedule compliance, quality control, and coordination with contractors and stakeholders.

A detailed description of **Phase 1 Services**, deliverables, and responsibilities is provided in **Exhibit A – Scope of Work.**

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Cost Considerations:

In consideration of the above and the 32-month program schedule, the total proposed fee for our services is a lump sum amount of **Two Million Two Hundred Forty-Two Thousand Dollars and Zero Cents ($2,242,000)**. A detailed resource utilization chart, including hourly rates, is provided below.

Team Member	Title	Hourly Rate	Hours	FTE
Jordan Dean	Sr. Program Manager	$ 260.00	1320	0.23
Chris Wiggins	Project Manager	$ 205.00	5580	1.00
TBD	Field Coordinator	$ 205.00	2692	0.55
Kelly Arvizo	Schedule Manager	$ 225.00	204	0.04
Del Buck	Director of Estimating	$ 315.00	120	0.03
Chance Mitchell	Sr. Program Development Mgr.	$ 235.00	220	0.05
Kyle Talley	Sr. Electrical Precon Mgr.	$ 235.00	120	0.03
Michael Eskew	Sr. Mechanical Precon Mgr.	$ 235.00	120	0.03
Ben Smith	Precon Engineer	$ 115.00	120	0.03
		Total Hours:	10496	1.99

We recognize the overall project cost is an important consideration for the City. As such, HPM will actively manage and optimize the project schedule through early involvement, coordination, and disciplined controls to help maintain schedule certainty, manage risk, and deliver the expected level of quality. If any phases of the project are shortened or the overall duration is reduced, the total fee will be adjusted accordingly.

Conversely, should the project duration extend beyond the anticipated schedule, HPM will continue to support the City as needed, with applicable billing rates for extended services provided in the above detailed resource utilization chart.

We appreciate the opportunity to support the City of Auburn and look forward to continuing our partnership.

Sincerely,

Jordan T. Dean

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Exhibit A – Scope of Work

1. General

Provide and maintain a Project Manager at to perform construction contract administration on Richland Park as an agent of City of Auburn (CoA) and shall include the following tasks:

1.1. Serve as the primary point of contact between CoA representatives (including end users and City administration), Design Team, Consultants, and Contractor (collectively Project Team).
1.2. Conduct periodic meetings with the Project Team and CoA. Within 3 business days of the meeting, prepare and distribute meeting minutes to all attendees and the CoA.
1.3. Establish and implement coordination and communication procedures among HPM, CoA, and the Project Team to ensure effective and timely communication between all parties.
1.4. Track the overall program budget throughout the project to include all soft and hard costs.
1.5. Prepare and manage an overall master milestone schedule, incorporating CoA review milestones, Design Team deliverables, and construction durations.

2. Pre-Construction Phase Services

Pre-Construction services shall support the CoA through all phases of design development and early procurement and shall include the following tasks:

2.1. Assist CoA with the procurement of the Design Team, including coordination, and evaluation assistance, in accordance with City of Auburn standards, specifications, policies, and applicable procurement requirements.
2.2. Facilitate with the Design Team the CoA review and input on design documents, major decision points, and open items as required throughout design.
2.3. Assist with development of the overall project phasing plan consistent with CoA operational needs including but not limited to defining project limits, site specific safety plan, fencing requirements, wayfinding signage, and construction parking and lay down areas.
2.4. Prepare detailed construction cost estimates within 10 business days at the following design stages:
- Master Plan
- Schematic Design (30%)
- Design Development (60%)
- Construction Documents (90%)

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2.5. Assist in the development of value engineering ideas and alternates throughout all design stages, if requested.
2.6. Review front-end documents to confirm alignment with CoA requirements, clarity of roles and responsibilities, constructability, and consistency with project phasing and procurement strategy.
2.7. Review and provide comments on the Design Team's drawings and specifications within 10 business days at the Schematic Design (SD), Design Development (DD), and Construction Documents (CD) stages.
2.8. Perform a formal constructability review for the Construction Documents (CD) deliverable within 10 business days.
2.9. Coordinate the design of Owner-furnished furniture, furnishings, computer equipment, audio/visual systems, signage, and artwork, as required, to ensure alignment with the overall project budget.
- Coordinate project surveys, tests, and inspections, including:
  - Civil and geotechnical investigations
  - Site due diligence services
  - Site and hazardous materials surveys
  - Construction Materials Testing (CMT)
  - Commissioning Agent services

3. Construction Phase Services

Construction Phase services shall include program and construction management support throughout execution of the Work and shall include the following tasks:

3.1. Review the Contractor's Construction Schedule to confirm compliance with Contract Documents and alignment with the Master Schedule. Verify that all schedule updates, including initial baseline schedule, meet contractual requirements.
3.2. Review and provide bi-weekly schedule mark-ups denoting construction activity status (e.g complete, ahead of schedule, on-schedule, and behind schedule).
3.3. Endeavor to ensure the Contractor's site-specific safety programs are in place; however, HPM shall not have control over or responsibility for construction means, methods, techniques, sequences, procedures, or safety programs.
3.4. Establish and implement procedures for review and processing of the following:
- Requests for Information (RFIs)
- Interpretations of the Contract Documents
- Shop drawings, samples, and submittals
- Schedule updates and adjustments
- Change order proposals
- Written substitution requests
- Payment applications and logs

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3.5. Perform detailed reviews of Contract change orders submitted by contractors and consultants, including conducting negotiations, as required.
3.6. Review all requests for changes to Contract Time or Contract Price, evaluate the cause of such requests, and assemble supporting documentation with a recommendation to the Owner.
3.7. Make recommendations to CoA regarding proposed Change Orders and at CoA's direction, prepare and issue Change Order documentation.
3.8. Render written opinions concerning disputes between the Contractor and CoA related to acceptability of the Work or interpretation of the Contract Documents.
3.9. Receive and review Project Team invoices for completeness, accuracy, work completed, and compliance with contract requirements.
3.10. Forward reviewed pay applications and invoices to CoA with a written recommendation for payment.
3.11. Establish and implement a construction quality monitoring program to assist CoA in identifying Work that does not conform to Contract Documents.
3.12. Provide and maintain a full-time onsite Field Coordinator through construction.
3.13. HPM Field Coordinator will act as the CoA's on-site representative and provide a daily presence to observe construction activities, monitor quality, and schedule conformance, and report field conditions to the CoA.
3.14. Issue notices of non-conforming Work to the Contractor when applicable.
3.15. Reject Work determined to be non-conforming, while acknowledging that HPM is not authorized to modify or waive Contract Document requirements.
3.16. Receive notifications from the Contractor regarding scheduled inspections and testing performed by others. Receive and distribute copies of inspection and testing reports to CoA.
3.17. In consultation with the Design Team, review the Work and recommend to CoA when Substantial Completion has been achieved.
3.18. Prepare, maintain, and manage the punch list of incomplete or non-conforming Work, including tracking resolution and verification of completion.
3.19. Coordinate with the Contractor to facilitate timely completion of punch items.
3.20. Collect, review, and coordinate submission of closeout documents required by the Contract Documents, including but not limited to record drawings, operation and maintenance manuals, warranties, guarantees, certificates, test reports, affidavits, and other required closeout deliverables.
3.21. Coordinate and facilitate commissioning, systems demonstrations, and Owner training sessions required by the Contract Documents.
3.22. Assist CoA with move in planning and coordination, including phasing, occupancy sequencing, and turnover logistics as required.
3.23. In consultation with the Design Team, determine when Final Completion has been achieved.
3.24. Provide a written recommendation to CoA regarding final payment to the Contractor.

Agenda Item Summary

Item No. 10 d 5

Council Meeting Date	July 7, 2026
Department	Water Resource Management
Submitted By	Eric Carson
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Hazen and Sawyer
100 North Gay Street
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to execute a Professional Services Agreement with Hazen and Sawyer for the Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) - Phase II project in the amount of $248,000.

Why is Council action needed?

Council action is needed to authorize the City Manager to execute a Professional Services Agreement with Hazen and Sawyer.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch – City Manager

THROUGH: Keith Williams – Public Services Executive Director

FROM: Eric A. Carson, P.E. – Water Resource Management Director

DATE: July 7, 2026

SUBJECT: Professional Services Agreement – Hazen and Sawyer – Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) – Phase II

The Water Resource Management Department is requesting City Council approval to enter into a Professional Services Agreement with Hazen and Sawyer for the Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) – Phase II project in the amount of $248,000.

The Town Creek Sewer Basin was inspected from September 2025 – May 2026 as part of the Town Creek and Moores Mill Sewer Basins SSES – Phase I project. This project narrowed the Town Creek Sewer Basin down to approximately 34% of the basin that requires further detailed inspection to locate defects and potential sources of inflow and infiltration (I/I). Specific work in this Phase II SSES project includes: (1) Visual inspection of approximately 8,200 linear feet (LF) (1.55 miles) of sewer main during/after at least two (2) 3-inch rain events to visually locate potential I & I issues; (2) Inspection and condition assessment of approximately 293 manholes; (3) Smoke testing of approximately 67,614 LF (12.81 miles) of sewer mains; (4) Closed Circuit Television (CCTV) inspection of approximately 20,000 LF (3.79 miles) of sewer mains; (5) Subterra investigation of approximately 10,806 LF (2.05 miles) of sewer 15-inch and larger where traditional CCTV cannot occur without bypassing; and (6) Preparation of a report that summarizes results and provides recommendations for rehabilitation.

The Water Resource Management Department recommends awarding this Professional Services Agreement to Hazen and Sawyer in an amount not to exceed $248,000, with an additional 10% of the contract amount ($24,800) as contingency for unforeseen circumstances.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to perform a Sanitary Sewer Evaluation Survey (SSES) of the City's sewer infrastructure in the Town Creek sewer sub-basin; and

WHEREAS, further investigation of this basin was recommended as part of the Town Creek and Moores Mill Sewer Basins SSES Phase I project; and

WHEREAS, the project will consist of consulting engineering services for the following: (1) Visual inspection of approximately 8,200 linear feet of sewer mains; (2) Inspection and condition assessment of approximately 293 manholes; (3) Smoke testing of approximately 67,614 LF of sewer mains; (4) CCTV inspection of approximately 20,000 LF of sewer mains; (5) Subterra investigation of approximately 10,806 LF of sewer mains 15-inch and larger; and, (5) Development of a report that summarizes results and provides recommendations for rehabilitation; and

WHEREAS, the City of Auburn requests a contract with Hazen and Sawyer for the Town Creek Basin SSES Phase II Project in an amount not to exceed $248,000 without a revision to this task order.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute this Professional Services Agreement with Hazen and Sawyer on behalf of the City in the amount of $248,000 and further authorizes an additional 10 percent (10%) of the contract amount ($24,800) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of July 2026.

_____
Mayor

ATTEST:

_____
City Manager

THE CITY OF AUBURN

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2026, by and between HAZEN AND SAWYER, hereinafter called the ENGINEER and the **THE CITY OF AUBURN, Alabama**, hereinafter called the CITY

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

R E C I T A L S:

The CITY desires to engage the ENGINEER to provide sanitary sewer design services for the

TOWN CREEK SEWER BASIN SANITARY SEWER EVALUATION SURVEY – PHASE II

and the ENGINEER desires to accept such engagement, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the ENGINEER hereby agree as follows:

ARTICLE 1

ENGAGEMENT AND SCOPE

1.1 The CITY hereby engages the ENGINEER to provide engineering services in accordance with the Contract Documents (defined in Section 4.1 hereof), including the ENGINEER'S "Scope of Work and Fee Schedule", which is attached hereto as Exhibit A and made a part hereof, with respect to design services for the project named above, and the tasks described in Section 1.2 hereof (the "Project"), and the ENGINEER hereby accepts such engagement, upon the terms and conditions hereinafter set forth to perform the work generally described as performing a sanitary sewer evaluation survey.

1.2 The ENGINEER shall provide, furnish and perform all services and provide and furnish all necessary labor, supplies, materials and equipment required to complete the Project in accordance with the Contract Documents. A detailed scope of work is included in Exhibit A.

1.3 If the ENGINEER is of the opinion that any services requested hereunder are beyond the scope of the Project as provided in the Contract Documents, the ENGINEER shall promptly notify the CITY in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Project as provided in the Contract Documents shall be performed by the ENGINEER unless the CITY shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the CITY and the ENGINEER. In the event of noncompliance with the foregoing, the ENGINEER shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.5 The term "**Change Order**" as used herein is a written order to the ENGINEER, issued and signed by the CITY after execution of this Agreement, authorizing a change in the Scope of Work for the Project. Unless the ENGINEER requests a modification in such Change Order, the ENGINEER shall sign the Change Order and return a copy thereof to the CITY within ten (10) business days after it has received the same. The ENGINEER shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of ENGINEER to respond to a Change Order within such ten (10) day period shall be deemed to signify ENGINEER'S acceptance of such Change Order as if ENGINEER had signed the same without modification. If ENGINEER requests a modification of a Change Order, the CITY shall have ten (10) business days from receipt of

such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

1.6 This Agreement, including attachments, constitutes the entire agreement and may only be changed by written amendment executed by both parties. Attachments are included as follows:

Exhibit A - Scope of Work and Fee Schedule

ARTICLE 2
TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 12 below, the ENGINEER shall commence the work within 10 days after the date of this Agreement and shall complete the same in accordance with the Schedule and Budget described in the Contract Documents. Time is of the essence to this Agreement.

2.2 If the ENGINEER is delayed at any time in the progress of the Project by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the ENGINEER'S control and without the fault or negligence of ENGINEER, the ENGINEER shall prepare and submit to the CITY within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The ENGINEER shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The CITY may determine, in its sole discretion, after the receipt of such notice of delay from the ENGINEER, whether to terminate this Agreement in accordance with Article 12 hereof or extend the Term by Change Order for such time as the CITY may determine.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 The CITY shall pay the ENGINEER a fee for completion of the work required to perform the Project in accordance with this Contract. The fee payable to the ENGINEER hereunder shall not exceed the "Contract Price" of ***$248,000*** without written authorization from the CITY to do so. The Compensation Method shall be as defined in Exhibit A. Should the ENGINEER anticipate exceeding the Contract Price, the ENGINEER shall notify the CITY in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the ENGINEER'S best estimate of the number of hours and additional expenses the ENGINEER will require to complete the Work. If a request to increase the Contract Price is made but not accepted, the ENGINEER shall still be obligated to continue providing services contained in the original scope of work at the original Contract Price until such work is completed. If the CITY and the ENGINEER agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 The ENGINEER shall submit an invoice monthly to the CITY for the work performed according to the scope outlined herein for the preceding month. With each invoice, the ENGINEER shall submit a monthly financial and technical progress report. This monthly report shall, consistent with the Proposal, describe on a task basis the charges for the invoice period. The monthly report shall contain a statement that the work is expected to be provided within the Term and the Contract Price or, if the work is not expected to be so completed within the Term and for the Contract Price, it shall contain an explanation of the reason for the excess and the amount of excess. Each such invoice shall also contain the ENGINEER'S certification that the task or portion of the work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due to third parties will be paid, and that the amount of such invoice is due to the ENGINEER.

3.3 Prior to the payment of the invoice, the CITY will review the data provided by the ENGINEER. The ENGINEER will be required to correct errors or omissions that fail to meet the requirements of the Contract Documents and the standard of care stated in section 6.1 of this Contract that is discovered by the CITY at no additional cost to the CITY. The CITY shall pay the full amount of the invoice within thirty (30) days. If, however, the CITY objects to all or any portion of any invoice, the CITY shall so notify the ENGINEER of the same, stating the reasons for the objection. The CITY shall be entitled to withhold payment of the portion of the invoice that is in dispute until the portion in dispute is corrected. The CITY's right to withhold payment shall only apply to the portion in dispute which is a verifiable error or omission of the ENGINEER's service. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4
CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, ENGINEER'S scope of work, fee and schedule, attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5
CITY RESPONSIBILITIES

5.1 The CITY shall direct its officers, agents, other ENGINEERS and employees to render all reasonable assistance and provide available data to the ENGINEER in connection with its performance of the Project under this Agreement. The CITY agrees to furnish to the ENGINEER copies of any previous reports, data and drawings which may be available and are pertinent to the Project. All such data provided shall remain the property of the CITY and shall be returned to the CITY promptly.

5.2 The CITY shall make all facilities available to the ENGINEER necessary for the successful completion of this project. The CITY shall provide representatives to accompany the ENGINEER to all CITY facilities.

5.3 The CITY shall obtain, arrange and pay for all advertisements for bid, permits, and licenses required by local, state, and federal authorities. The CITY shall negotiate and acquire all land, easements, and right-of-way necessary for the execution of the Project.

ARTICLE 6
ENGINEER'S REPRESENTATIONS AND RESPONSIBILITIES

6.1.1 The ENGINEER represents and warrants to the CITY that it has the authority to enter into this Agreement and to perform the Project, and that it is licensed to do business within the City of Auburn, Alabama and authorized to practice engineering and conduct business in the State of Alabama. The ENGINEER further represents that all work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a professional manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional engineers performing the same or similar services.

ENGINEER is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable

federal, state, and local laws and regulations, and all other contingencies or considerations.

ENGINEER'S responsibilities under this section shall not be delegated. ENGINEER shall be responsible to ENGINEER for acts, errors, or omissions of ENGINEER'S.

ENGINEER is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by CITY, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the ENGINEER is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the CITY of any responsibility, professional or otherwise, for the work, and shall not relieve the ENGINEER of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of ENGINEER.

6.2 The ENGINEER shall at all times enforce discipline and good order among its employees and any Subcontractors and shall not employ for the Project (a) any person, firm or corporation not skilled and licensed, if required, in the task assigned to them, or (b) anyone who ENGINEER discovers, through typical due diligence required by the profession in hiring staff or subcontractors, has a history of endangering themselves, others or the project. The ENGINEER shall be responsible to the CITY for the negligent acts and omissions of its employees, agents, Subcontractors and other persons performing any of the work for the ENGINEER. The CITY reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Project.

6.3 The ENGINEER shall make available all accounting records associated with this project upon request. The ENGINEER shall maintain such records in accordance with Generally Accepted Accounting Principals for two (2) years following the final payment.

ARTICLE 7

SUBCONTRACTS

7.1 A Subcontractor is a person or entity who provides services or performs work for the ENGINEER or for a Subcontractor of ENGINEER. The ENGINEER shall not employ any Subcontractor without the prior written consent of the CITY and shall obtain a written agreement with each Subcontractor. As between the CITY and the ENGINEER, the ENGINEER shall be responsible for the acts and omissions of its Subcontractors and any portion of the work performed by a Subcontractor. The CITY may make reasonable requests for information and data concerning any and all Subcontractors under this Agreement, and any other matter deemed by the CITY to be pertinent hereto, and the ENGINEER hereby agrees to submit such information and data promptly upon request, provided the City provides prior notice and the information and data is related and relevant to the work conducted.

ARTICLE 8

PROTECTION OF PERSONS AND PROPERTY

8.1 The ENGINEER agrees to advise fully all of its employees, Subcontractors and others working for the ENGINEER concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the CITY; and to take the steps necessary to assure that such procedures that are within ENGINEER's control are complied with.

ARTICLE 9
INSURANCE AND HOLD HARMLESS AGREEMENT

9.1 The ENGINEER will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per claim and $1,000,000.00 aggregate. If general liability insurance and/or professional liability insurance is on a claims-made basis, the ENGINEER will maintain coverage for two (2) years following the completion of work specified in this agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease- each employee and $500,000.00 accident, $500,000.00 disease – policy limit. The ENGINEER is responsible for the payment of any deductibles or self-insured retentions. The ENGINEER'S insurance is primary. If the ENGINEER carries higher coverage limits than those specified above, the higher coverage limits will apply.

ENGINEER acknowledges that they are an independent contractor and not an employee of the City of Auburn.

9.2 The certificate of insurance shall provide the CITY with the statutorily required written notice of cancellation of any of the coverages named in said certificate.

9.3 The CITY will be named as additional insured under the ENGINEER'S general liability insurance and automobile liability insurance policies.

9.4 The ENGINEER shall require certificates of insurance from Subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the ENGINEER. These certificates shall evidence waivers of subrogation in favor of the ENGINEER and the CITY, and shall be made available to the CITY upon request.

9.5 The ENGINEER agrees to indemnify and hold harmless the CITY, its officials, representatives, servants, and employees from and against any and all third-party claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, directly caused by the ENGINEER, its employees, or its Subcontractors negligent acts, errors or omissions.

9.6 ENGINEER's liability is limited to direct damages, and ENGINEER shall not be liable for any (i) indirect, incidental, special or consequential damages; nor (ii) any revenues, profits or data lost by the CITY, construction costs, or losses that result from the action or inaction of contractor(s), regardless of whether such losses are categorized as direct damages or otherwise.

9.7 ENGINEER's aggregate liability in any and all causes of action arising under, out of, or in relation to this Agreement—its negotiation, performance, breach, or termination—shall not exceed the greater of (a) the insurance coverage required under this Agreement, or (b) if no insurance is recovered, then two times the total fee paid to ENGINEER by the CITY pursuant to this Agreement. This applies whether the causes of action arise in tort, including without limitation, negligence or strict liability, contract, under statute, or otherwise.

ARTICLE 10
TERMINATION

10.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon the CITY's complete payment at the completion of the Project, as accepted by the CITY, or upon receipt of the aforesaid notice of termination, ENGINEER shall deliver to the CITY all of the following:

(a) All drawings, documents, reports and all other work relating in any way to any portion of the Project ("Deliverables"). All Deliverables remain the property of the CITY and may not be used by the ENGINEER, except by written agreement of the CITY, on any other project or for any other person, firm or corporation. ENGINEER agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the CITY, except to the extent the Deliverables include the ENGINEER's intellectual property, which includes, without limitation, intellectual property, and derivatives thereof; (a) ENGINEER owned prior to the effective date of this Agreement; (b) ENGINEER created separate from this Agreement; and (c) in the tools, programs, templates, dashboards, models, software or other systems used or created by ENGINEER hereunder. ("ENGINEER IP"). ENGINEER retains ownership of all ENGINEER IP and grants the CITY a license to use the applicable ENGINEER IP solely to the extent necessary for the CITY to use the Deliverables for the purposes contemplated by this Agreement.. ENGINEER acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the ENGINEER makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the CITY in electronic format shall be formatted according to specifications provided by the CITY, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2010) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

(b) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the CITY.

(c) Final itemized invoice for payment. ENGINEER shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the CITY may have.

ARTICLE 11
MISCELLANEOUS

11.1 ENGINEER shall only take instructions from the person or persons who are authorized in writing by the CITY to give the same.

11.2 The scope of work shall be performed by ENGINEER in such a manner and at such times so as to not interfere or interrupt the CITY'S operations. The ENGINEER shall coordinate and schedule work with appropriate departments and individuals within the CITY'S organization for the successful completion of the Project.

11.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever between the parties thereof.

11.4 This Agreement shall be subject to and governed by the laws of the State of Alabama. The scope of work and performance of same shall comply with all applicable CITY, county, state and federal codes, rules, regulations and orders.

11.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

11.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

11.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

11.8 Claims or lawsuits arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

11.9 ENGINEER may not assign this agreement without the written permission of the CITY.

11.10 The standard of care applicable to the ENGINEER'S services shall be the degree of skill and diligence normally employed by professional service providers performing the same or similar services.

During the performance of services under this Agreement, ENGINEER may gain access to and use CITY information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the CITY. ENGINEER agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of ENGINEER'S scope of work , to protect all City Information and treat it as strictly confidential and proprietary to CITY, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of CITY, or as required by law. ENGINEER shall treat all records and work product prepared or maintained by ENGINEER in the performance of this Agreement as confidential.

A violation by Firm of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Firm's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

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

_____

SIGNATURE (AND PRINTED NAME)

_____

ENGINEER

_____

STREET ADDRESS

_____

CITY, STATE

_____

TELEPHONE NUMBER

_____

FAX NUMBER

THE CITY OF AUBURN, ALABAMA

A Municipal Corporation

BY:_____

ITS' CITY MANAGER

Hazen and Sawyer
100 North Gay Street, Suite 200
Auburn, AL 36830

Exhibit A – Scope of Work and Schedule

Town Creek Sewer Basin, Sanitary Sewer Evaluation Survey (SSES) – Phase II

Background and Purpose

The Town Creek Sewer Basin was previously inspected from September 2025 – May 2026 during the *Town Creek and Moores Mill Sewer Basins, Sanitary Sewer Evaluation Surveys (SSES) – Phase I* project. Manhole inspections, smoke testing, flow monitoring, visual inspection after rain events and a demonstration by Subterra narrowed down the Town Creek Sewer Basin to approximately 34% of the basin that requires further inspection to locate defects and potential sources of infiltration and inflow (I/I). The City of Auburn (COA) has tasked Hazen and Sawyer, P.C. (Hazen) to perform Phase II of SSES, activities not performed during Phase I, which will include site visits, manhole inspections, smoke testing, and internal pipeline inspections (CCTV and Subterra) for further analysis. The expected outcome of Phase II is to identify what areas need to be rehabilitated in order to reduce the infiltration and inflow (I/I) to the system.

The scope and assumptions for this project are outlined below.

Scope of Services

Phase II – SSES for Town Creek Basin

Task 1 – Project Management

Hazen will be responsible for managing and administering the project. Project management activities include:

- Supervising internal and external resources.
- Monitoring project activities, budgets, and schedule.
- Communicating with the City of Auburn.
- Scheduling and attending progress and review meetings.
- Submitting a monthly project manager's update to the City of Auburn with the monthly invoice.

Task 2 – Site Visits Following Major Rain Events

Utilizing the City's GIS, Hazen will identify sewer mains and manholes adjacent to water bodies to inspect visually after a 3-inch rain event to determine if there is significant direct inflow into the collection system. Based on initial review of the existing long term flow monitoring data, it appears sewered flow in the Town Creek basin increases significantly during and immediately following a 3-inch rain event.

Hazen will visually inspect the sanitary sewer along Town Creek south of interstate I-85 from MHID 41095 to MHID 40967 (approximately 8,200 feet, 1.55 miles) after at least 2 rain events. Refer to Appendix A for further detailed maps of the proposed areas. The intent of this inspection is to be able to visually locate inflow and infiltration directly related to the rain event or indirectly related to the rain event due to noticeable changes in the creek flow.

Deliverable: Site Visit Summaries for Town Creek Basin

Task 3 – Manhole Inspections
Manhole investigations will be performed in the Town Creek basin in the high priority areas identified during Phase I. Refer to Appendix A for a detailed map. The original manhole count is based on the shapefiles provided by the City of Auburn, and there are 293 manholes that will be investigated in the Town Creek Sewer Basin.

This task will include inspecting all manholes visually from above ground and recording all information in Field Maps, which will streamline the upload of the inspection information to the City's CMMS, Cityworks. The information collected will include Inspected Date, Depth to Bench, Wall Material, Wall Lining Interior, Inspection Status, Comments, Infiltration and Inflow Present, Grade and Pictures, which will be associated with the provided COA Asset ID. Manholes will be located using the shapefiles provided by the City of Auburn. A list of manholes that were inaccessible, unable to be located or even new manholes not identified on the GIS will be provided to the City of Auburn.

It is assumed that manhole lids can be removed with standard equipment (manhole pick or pick axe). If a manhole lid cannot be removed with standard equipment, then Hazen will provide the information to the City and will coordinate with the City regarding future access.

Deliverables:
- Export of MH Inspections from Field Maps
- List of any MHs that could not be located or accessed

Task 4 – Smoke Testing
As has been performed in the past by others for the COA, smoke testing will be performed by injecting non-chemical smoke into the sanitary sewer system via the sanitary sewer manholes. Typically, a blower with a small motor will be temporarily installed on top of a manhole and liquid smoke will be pumped into the system in order to fill the sanitary sewer system with smoke. Smoke will then exit the system where there is an opening of any type, including but not limited to, cracks, holes, manhole lids, etc.

Smoke testing will be performed in the Town Creek basin in the high priority areas identified during Phase I. There are approximately 67,614 linear feet (12.8 miles) of gravity sewer main to be smoke tested in the Town Creek Basin. Refer to Appendix A for a more detailed map of the proposed area to conduct smoke testing.

Deliverables:

- Report including a SHP file of defects located for each Basin for import into the COA GIS

Task 5 – Closed Circuit Television (CCTV) Inspection

CCTV will be performed in areas indicated by Task 4 that have positive smoke test results above sanitary sewer mains or connected to a sanitary sewer main (such as a potential storm sewer main cross connection). CCTV will be performed by placing a camera in the sanitary sewer and videoing the entire length of the identified sanitary sewer mains. There is an assumed amount of 20,000 linear feet (3.79 miles) which is approximately 30% of the smoke testing linear footage.

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Deliverables:

- CCTV Videos

Task 6 – Subterra Investigation

ADS FlowSIGHT by Subterra will be used to video the sanitary sewer trunk mains (15-inch and larger) where traditional CCTV cannot occur without sanitary sewer bypassing. ADS FlowSIGHT by Subterra technology consists of two GoPro type cameras facing opposite directions secured to a floating "raft". The device is lowered into an upstream manhole with a tripod, and is captured at an identified downstream manhole. It is assumed that the entire trunk main (15-inch and larger) within the Phase II area will be inspected by Subterra which is approximately 10,806 linear feet (2.05 miles).

Deliverables:

- Subterra Videos
- Red Flag Reports

Task 7 – Report

Hazen will prepare a report summarizing the tasks and information collected and provide recommendations for rehabilitation to address observed structural defects and I/I entering the sanitary sewer system. Cost estimates will be provided for recommendations, and recommendations could include, but are not limited to, point repairs, manhole lining, main lining, lateral lining, or comprehensive rehabilitation.

Hazen

Fee and Schedule

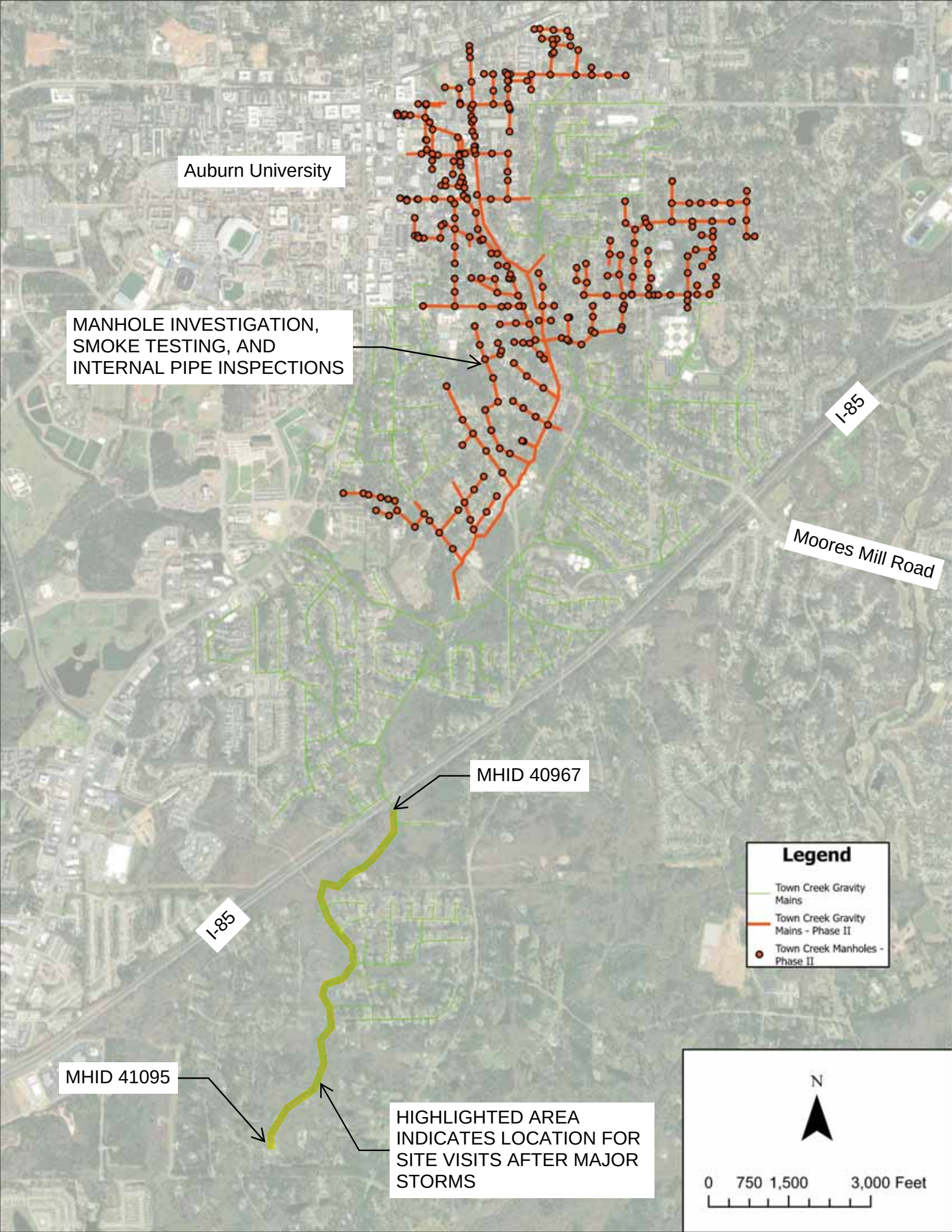
The proposed time and materials fee for this project is 6 months and includes all labor and expenses to perform Tasks 1-7. The estimates of the Tasks are listed below. Budget may be moved between the tasks as needed as long as the overall fee remains under the stated amount.

Phase II – Sanitary Sewer Evaluation Survey

Task 1 – Project Management	$14,000
Task 2 – Site Visits	$8,000
Task 3 – Manhole Inspections	$35,000
Task 4 – Smoke Testing	$50,000
Task 5 – CCTV Inspection	$82,000
Task 6 – Subterra Investigation	$37,000
Task 7 – Report	$22,000
Total Fee:	**$248,000**

The total proposed project duration is estimated to be 6 months. The time for each specific task is detailed in the table below:

Phase II	**Time**
Task 1 – Project Management	Ongoing
Task 2 – Site Visits	Ongoing
Task 3 – Manhole Inspections	3 months (June – August)
Task 4 – Smoke Testing	2 months (June – August)
Task 5 – CCTV Inspection	2 months (August - September)
Task 6 – Subterra Investigation	1 month (July)
Task 7 – Report	3 months (September - November)


Auburn University
MANHOLE INVESTIGATION, SMOKE TESTING, AND INTERNAL PIPE INSPECTIONS
I-85
Moores Mill Road
MHID 40967
I-85
Legend
Town Creek Gravity Mains
Town Creek Gravity Mains - Phase II
Town Creek Manholes - Phase II
MHID 41095
HIGHLIGHTED AREA INDICATES LOCATION FOR SITE VISITS AFTER MAJOR STORMS
N
0 750 1,500 3,000 Feet